



City of Charleston
South Carolina
Department of Public Service

JOHN J. TECKLENBURG
Mayor

THOMAS F. O'BRIEN
Director
of Public Service

PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA

There will be a meeting of the Public Works and Utilities Committee on Monday, September 8, 2020 to begin at 3:00 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

June 22, 2020

July 13, 2020

July 27, 2020

August 17, 2020

C. Request to Set a Public Hearing

None

D. Old Business

None

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

1. Dedication and Acceptance of Johnston Point, Phase 2- Fallfish Way (20' R/W, 649 LF), Sugarberry Lane (R/W varies, 1109 LF), Calico Bass Lane (20' R/W, 1143 LF). All infrastructure for this phase has been constructed.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Exclusive Stormwater Drainage Agreement
 - d. Plat

2. Approval to notify SCDOT that the City intends to accept maintenance of 2050 LF of concrete sidewalk on Camp Road (S-28) and 1150 LF of 10' asphalt multi-use path on Riverland Drive (S-53).
3. Approval to notify SCDOT that the City intends to accept maintenance of 237 LF of granite curb, 630 SY of bluestone sidewalk, 57 SY of brick crosswalks, 237 LF of crosswalks, 3 non -standard handicap ramps and 1 sanitary sewer conflict structure in conjunction with the Market Street Division III Streetscape. These improvements are on East Bay Street (US -52) and South Market Street (S-214)
4. Woodbury Park, Phase 3A, Acceptance and Dedication of a portion of Harmony Lake Drive and drainage easements, as shown on attached plat. The development includes 17 lots. Sidewalks and street trees have been bonded.
 - a. Title to Real Estate
 - b. Exclusive Stormwater Drainage Agreement
 - c. Plat
5. Dedication and Acceptance of Non-Exclusive Storm Water Drainage Easements over Charleston County TMS No. 301-00-00-028, as shown on attachments.
 - a. Non-Exclusive Storm Water Drainage Easements
6. Dedication and Acceptance of Oakfield, Phase 2, Cul-de-sac, Acceptance and Dedication of Rowan Road Extension, as shown on attached plat. The development includes 4 lots. Sidewalks and street trees have been bonded.
 - a. Title to Real Estate
 - b. Plat

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

1. **1026 Striped Ln.** – Installing 6ft wood fence encroaching in City drainage easement. This encroachment is temporary. **Approved September 04, 2020**
2. **1342 Seabass Cv.** - Installing 10'x8" OG brick boarder encroaching in City right-of-way. This encroachment is temporary. **Approved September 04, 2020**
3. **1416 Thin Pine Dr.** - Installing 6ft wood fence encroaching in City drainage easement. This encroachment is temporary. **Approved September 04, 2020**

4. **2757 Sunrose Ln.** - Installing 6ft wood fence encroaching in City drainage easement. This encroachment is temporary. **Approved September 04, 2020**
5. **2788 McFadden Way.** - Installing 4ft aluminum fence City drainage easement. This encroachment is temporary. **Approved September 04, 2020**
6. **3038 Vincent Astor Dr.** - Installing 4ft wood fence encroaching in City drainage easement. This encroachment is temporary. **Approved September 04, 2020**

G. Public Service Department Update

H. Stormwater Management Department Update

1. Barberry Woods Drainage Improvement - Approval to accept the National Fish and Wildlife Foundation (NFWF) Grant for Johns Island Restoration Plan to Improve Flood Resiliency. The grant will develop a plan to reduce barriers to coastal resilience by producing a preliminary floodplain restoration planning framework that will integrate ecological function to increase the overall resilience of Johns Island's communities, fish and wildlife. The grant is \$117,500 of Federal Grant Funds and \$117,500 of City Funds currently budgeted in the Drainage Fund.
2. King/Huger Drainage Improvement - Approval of Fee Amendment #1 with Johnson, Mirmiran & Thompson, Inc. (JMT) in the amount of \$582,970.47 for pump station and forcemain design, enhanced environmental construction services, and general consulting services. Funding for this project is from the Cooper River Bridge TIF, the South Carolina Rural Infrastructure Authority Grant, and Stormwater Operations.
3. Windermere Drainage Improvement – Approval of a Professional Services Agreement with Thomas & Hutton Engineering Co. in the amount of \$119,600 for the conceptual design phase of the project which will include a study, conceptual design of phase 1 (conceptual layout and probable cost) and project management and coordination. Funding for this project is currently budgeted in the Drainage Fund.
4. Low Battery Seawall Phase I – Approval of a Professional Services Contract with Insight Group in the amount of \$42,000 to replace a previous Purchase Order for vibration monitoring services. Additional vibration monitoring needs will result in an increase over the purchase order procurement threshold and necessitate creation of this contract. Funding for this project is

- from the Hospitality Funds, Municipal Accommodations Tax, CPW Contribution, and Charleston County Accommodations Tax Fees.
5. Discussion on the Charleston County Federal Emergency Management Agency Flood Insurance Rate Map Updates
 6. Stormwater Project Updates
 7. Floodplain Project Updates

- I. An ordinance to create an advisory authority for the Church Creek Stormwater Drainage Basin for the purposes of reviewing, ranking, and making recommendations to the Mayor and City Council on the selection of Church Creek Stormwater Drainage Basin Projects, ranking, and funding.**
- J. Discussion regarding the Esau Jenkins Plat. (requested by Councilmember Waring)**

Councilmember Keith Waring,
Chairperson

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

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)	

KNOW ALL MEN BY THESE PRESENTS, that TOLL SOUTHEAST LP COMPANY, INC. ("Grantor") in the state aforesaid, for an in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), to Grantor in hand paid by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, all that property more particularly described on Exhibit A, attached hereto and incorporated herein by reference, which is granted, bargained, sold and released for the use of the public forever.

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

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

AND Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said CITY OF CHARLESTON, its successors and assigns, against Grantor and Grantor's heirs, successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Grantee's Mailing Address: City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

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EXHIBIT A**[LEGAL DESCRIPTION]**

All of the property underneath, above, and containing those certain rights-of-way shown and designated as "SUGARBERRY LANE, PUBLIC R/W, WIDTH VARIES (CITY)," "FALLFISH WAY, 20' PUBLIC R/W (CITY)," and "CALICO BASS LANE, 20' PUBLIC R/W (CITY)," situate, lying and being in the City of Charleston, Charleston County, South Carolina, being more fully shown on that certain plat entitled, "FINAL SUBDIVISION PLAT OF JOHNSTON POINT PHASE 2, JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, prepared for and owned by TOLL SOUTHEAST LP COMPANY, INC," by F. Elliotte Quinn III (SCPLS No. 10292), dated February 21, 2019, revised as shown thereon, and recorded on _____, in Plat Book _____ at Pages ____ through ____ in the ROD Office for Charleston County, South Carolina, said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

This being a portion of the property conveyed to Grantor by deed of Sabal Homes at Johnston Pointe LLC, formerly known as Sabal Homes at Whitney Lake LLC, dated September 11, 2019, and recorded September 12, 2019, in Deed Book 0821 at Page 232 in the Register of Deeds Office for Charleston County, South Carolina.

Being a portion of TMS Nos. 312-00-00-023 and 312-00-00-024

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Toll Southeast LP Company, Inc.
to City of Charleston on _____, 20 .
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) XX exempt from the deed recording fee because (See Information section of affidavit): (2) See Attached _____ (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

Check Yes _____ or No _____

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

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

C. D. J.

Responsible Person Connected with the Transaction

Ashley Dennis

Print or Type Name Here

JVP hand

Sworn this 2nd day of July, 2020
Destiny D. Thompson Bendell
Notary Public for South Carolina
My Commission Expires: 07/31, 2020



INFORMATION - THIS PAGE NOT TO BE RECORDED

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty". Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds: Section 12-24-40

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust.
- (9) transferring realty from a partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-4(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchases as well as for the purpose of purchasing the realty.
- (15) Transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

STATE OF SOUTH CAROLINA) **EXCLUSIVE STORM**
) **WATER DRAINAGE**
) **EASEMENTS**
COUNTY OF CHARLESTON) **CITY OF CHARLESTON**

This Agreement is made and entered into this ____ day of _____, 2020, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"); and TOLL SOUTHEAST LP COMPANY, INC. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County tax map numbers 312-00-00-023 & 312-00-00-024 and, to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property, as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto the City certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain drainage easements more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of the City's allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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IN WITNESS WHEREOF, TOLL SOUTHEAST LP COMPANY, INC. has set its Hand and Seal the day and year first above written.

WITNESSES:

TOLL SOUTHEAST LP COMPANY, INC.

Witness #1
Print Name: Chris Thomas

By: Ashley Dennig
Print Name: Ashley Dennig
Its: Vice President of Land Development

Witness #2
Print Name: James Thomas

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Ashley Dennig, the Vice President of Land Development of Toll Southeast LP Company, Inc., a Delaware corporation, on this 27th day of July, 2020.

Signature: Destiny D. Thompson Bendell
Notary Public for South Carolina
Print Name of Notary: Destiny D. Thompson Bendell
My Commission Expires: 07/31/2029
SEAL OF NOTARY



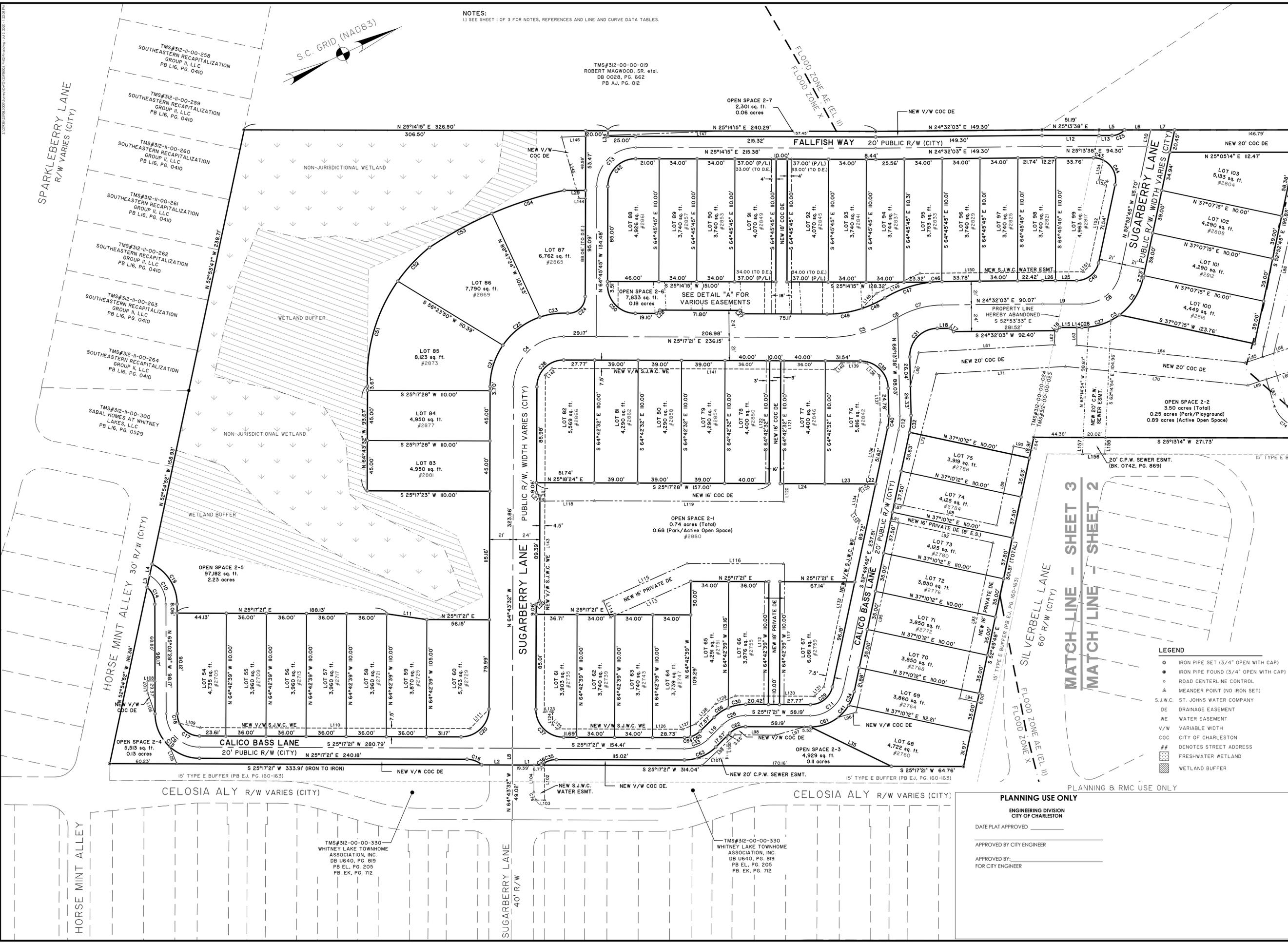
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CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	84.0'B	182.05'	N 77°42'27" E	181.68'	12°48'48"
C2	56.00'	40.11'	S 52°21'40" E	39.26'	40°02'10"
C3	56.00'	9.25'	N 07°04'48" W	9.25'	90°02'33"
C4	45.00'	70.70'	N 19°43'06" W	63.65'	90°00'53"
C5	120.00'	66.00'	N 09°35'57" E	65.17'	3°30'48"
C6	80.00'	0.87'	N 05°54'39" W	0.87'	90°37'35"
C7	42.00'	42.00'	N 09°28'05" E	41.59'	89°40'11"
C8	35.00'	47.71'	N 13°49'33" W	44.01'	78°06'22"
C9	30.00'	46.95'	S 70°07'27" W	42.30'	89°40'11"
C10	50.00'	30.51'	S 85°26'23" W	29.56'	59°02'19"
C11	50.00'	41.80'	S 18°46'34" E	37.81'	78°07'31"
C12	55.00'	12.86'	N 59°51'43" W	12.83'	13°23'50"
C13	35.00'	54.98'	N 19°45'45" W	49.50'	90°00'00"
C14	20.00'	17.07'	S 89°29'45" E	16.56'	48°54'34"
C15	40.00'	62.60'	N 10°27'27" E	54.49'	89°40'11"
C16	20.00'	14.45'	S 45°59'58" W	14.41'	49°24'35"
C17	20.00'	22.43'	S 57°24'40" W	21.27'	64°14'38"
C18	20.00'	8.88'	N 77°45'15" W	8.80'	25°25'34"
C19	40.00'	44.58'	S 83°01'42" W	42.31'	63°51'40"
C20	40.00'	39.28'	S 18°43'06" E	35.36'	90°00'53"
C21	66.00'	39.35'	N 47°38'45" W	38.77'	34°09'35"
C22	66.00'	42.42'	N 12°09'10" W	41.69'	36°49'34"
C23	66.00'	25.29'	N 17°42'23" E	25.14'	25°37'32"
C24	15.00'	24.34'	N 18°16'38" W	21.76'	92°08'55"
C25	45.00'	70.69'	N 19°45'45" W	63.64'	90°00'00"
C25	15.00'	12.62'	S 00°59'32" W	12.25'	48°18'23"
C26	30.00'	23.56'	S 02°47'21" W	22.96'	45°00'00"
C27	56.00'	21.31'	N 08°31'05" W	21.08'	89°40'11"
C28	56.00'	5.68'	S 22°19'25" W	5.67'	5°48'25"
C29	20.00'	27.27'	N 13°46'14" W	25.21'	78°07'09"
C30	40.00'	16.01'	N 13°49'29" E	15.90'	22°55'44"
C31	20.00'	31.60'	S 20°50'48" W	31.59'	36°33'27"
C32	65.00'	15.20'	S 59°51'43" E	15.16'	13°23'50"
C33	30.00'	23.56'	S 02°47'24" W	22.96'	45°00'00"
C34	40.00'	13.36'	S 43°15'34" E	13.30'	19°08'29"
C35	20.00'	11.84'	S 18°22'22" E	11.80'	18°00'00"
C36	20.00'	3.31'	S 18°22'22" E	3.31'	9°29'42"
C37	25.00'	39.26'	S 70°16'54" W	35.35'	89°59'07"
C38	24.00'	37.71'	N 19°43'06" W	33.95'	90°00'53"
C39	25.00'	38.61'	N 69°31'01" E	34.88'	88°29'00"
C40	45.00'	10.65'	S 59°34'31" E	10.50'	13°23'50"
C41	40.00'	14.32'	S 23°25'59" E	14.24'	20°30'39"
C42	25.00'	39.27'	N 19°45'45" W	35.36'	90°00'00"
C43	20.00'	9.16'	N 38°21'05" E	9.08'	26°15'14"
C44	20.00'	26.40'	N 89°18'04" E	24.53'	78°05'23"
C45	20.00'	27.26'	S 13°49'33" E	25.20'	78°06'22"
C46	101.00'	10.71'	S 21°22'02" W	10.71'	6°04'34"
C47	101.00'	43.28'	S 06°03'09" W	42.95'	24°33'12"
C48	99.00'	20.60'	N 04°18'57" W	20.55'	13°04'47"
C49	99.00'	31.85'	S 16°04'21" W	31.77'	18°26'00"
C50	25.00'	39.25'	S 70°15'48" W	35.34'	89°56'54"
C51	149.41'	99.72'	N 48°46'50" E	97.88'	38°14'28"
C52	149.41'	41.63'	N 28°40'17" W	41.54'	15°58'50"
C53	349.12'	63.83'	N 03°26'00" W	63.74'	10°28'30"
C54	349.12'	68.29'	N 07°24'29" E	68.18'	10°12'28"
C55	99.00'	12.07'	S 02°43'58" E	12.06'	6°58'58"
C56	99.00'	10.53'	S 03°48'26" W	10.53'	6°05'49"
C57	99.00'	25.87'	S 14°20'26" W	25.79'	14°58'10"
C58	99.00'	5.99'	S 23°33'26" W	5.98'	3°27'50"
C59	25.00'	16.82'	S 44°34'04" W	16.51'	38°33'26"
C60	25.00'	22.45'	S 89°32'37" W	21.68'	59°23'27"
C61	40.00'	26.40'	S 05°03'21" W	26.35'	38°28'01"
C62	20.00'	15.71'	S 02°47'21" W	15.31'	45°00'00"
C63	40.00'	31.42'	S 02°47'21" W	30.61'	45°00'00"
C64	20.00'	5.33'	N 17°43'05" E	5.32'	18°16'32"
C65	20.00'	10.52'	N 04°18'57" W	10.52'	29°42'28"
C66	40.00'	15.41'	N 08°40'31" W	15.31'	22°04'16"
C67	56.50'	29.50'	N 24°44'57" E	29.17'	29°55'03"
C68	88.50'	12.43'	N 34°30'37" E	12.41'	10°23'43"
C69	81.00'	4.09'	N 38°13'21" E	4.09'	3°48'32"
C70	56.18'	66.01'	S 76°44'10" E	62.28'	67°19'02"
C71	37.47'	6.77'	S 04°32'05" E	6.76'	10°21'02"
C72	37.47'	16.66'	S 22°37'06" E	16.53'	25°28'56"
C73	22.17'	14.06'	S 08°18'37" W	13.93'	36°20'23"
C74	28.38'	34.35'	S 6°20'41" W	32.29'	69°20'54"
C75	56.50'	40.72'	N 3°17'04" W	39.85'	40°17'43"
C76	15.00'	7.66'	N 73°20'48" W	7.58'	29°16'32"
C77	61.50'	12.04'	N 83°59'44" E	12.02'	11°25'07"
C78	42.84'	14.22'	N 72°14'06" W	14.15'	19°00'54"
C79	42.84'	9.78'	N 56°11'27" W	9.75'	13°04'25"

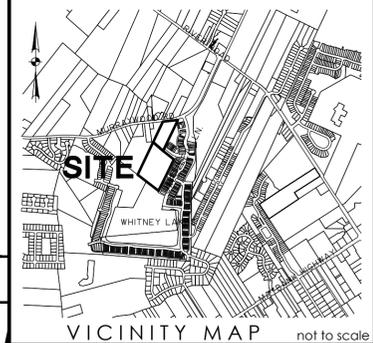
LINE TABLE			
LINE	BEARING	LENGTH	
L1	S 25°17'21" W	26.16'	
L2	S 25°17'21" W	27.38'	
L3	N 07°04'48" W	10.90'	
L4	N 52°54'52" W	10.42'	
L5	N 29°46'54" W	22.89'	
L6	N 29°46'54" W	36.17'	
L7	N 09°28'05" E	21.47'	
L8	N 64°43'32" W	15.00'	
L9	N 25°13'38" E	35.36'	
L10	N 52°52'45" W	15.44'	
L11	N 33°41'17" W	36.35'	
L12	N 25°13'38" E	51.16'	
L13	N 25°15'14" E	11.72'	
L14	N 25°13'38" E	4.59'	
L15	S 25°13'38" E	18.35'	
L16	S 19°46'22" E	4.03'	
L17	S 69°32'03" W	4.24'	
L18	S 24°32'03" W	11.63'	
L19	S 19°42'39" E	17.57'	
L20	N 19°43'32" W	4.24'	
L21	S 70°16'28" W	4.24'	
L22	S 25°22'40" W	7.66'	
L23	S 25°22'40" W	37.95'	
L24	S 25°17'28" W	40.00'	
L25	S 25°13'38" W	19.04'	
L26	S 25°13'38" W	11.58'	
L27	S 70°17'21" W	4.24'	
L28	S 19°42'39" E	4.24'	
L29	N 25°17'21" E	19.05'	
L30	N 18°20'32" E	54.90'	
L31	S 84°08'28" W	23.47'	
L32	S 68°55'37" E	14.46'	
L33	S 64°19'56" E	24.62'	
L34	S 64°45'45" E	5.00'	
L35	N 50°58'56" E	80.73'	
L36	S 88°55'37" E	14.46'	
L37	S 84°33'44" E	40.34'	
L38	S 04°58'44" W	20.00'	
L39	N 84°27'40" W	38.45'	
L40	N 66°51'27" W	2.19'	
L41	S 25°15'14" W	20.00'	
L42	S 03°39'27" W	52.63'	
L43	S 74°21'39" E	75.00'	
L44	S 74°21'39" E	12.40'	
L45	S 18°48'21" W	20.00'	
L46	N 74°21'39" W	39.89'	
L47	N 74°21'39" W	41.35'	
L48	S 02°15'43" E	26.83'	
L49	S 02°15'43" E	51.33'	
L50	S 87°44'17" W	20.00'	
L51	N 02°15'43" W	33.34'	
L52	N 02°15'43" W	57.73'	
L53	N 03°39'27" E	39.31'	

LINE TABLE			
LINE	BEARING	LENGTH	
L54	N 60°13'06" W	20.00'	
L55	N 29°46'54" E	41.98'	
L56	N 29°46'54" E	43.46'	
L57	S 60°13'06" E	20.00'	
L58	S 29°46'54" W	51.26'	
L59	S 29°46'54" W	36.17'	
L60	N 09°28'05" E	21.47'	
L61	N 2°49'14" E	122.09'	
L62	N 64°42'39" W	12.62'	
L63	S 64°42'39" E	15.87'	
L64	N 30°59'16" E	152.00'	
L65	N 06°48'29" E	16.04'	
L66	N 06°48'29" E	34.49'	
L67	S 83°10'31" E	20.00'	
L68	S 06°48'29" W	15.00'	
L69	S 06°48'29" W	17.44'	
L70	S 30°59'16" W	164.62'	
L71	S 21°49'14" W	115.97'	
L72	S 21°49'14" W	121.45'	
L73	N 39°42'29" E	91.12'	
L74	N 29°18'45" E	60.25'	
L75	N 69°36'19" E	26.30'	
L76	N 69°36'19" E	12.26'	
L77	S 43°04'39" E	19.31'	
L78	S 45°42'36" E	19.65'	
L79	S 45°42'36" E	14.08'	
L80	S 09°42'38" E	40.79'	
L81	N 52°49'48" W	22.61'	
L82	S 26°40'14" W	188.04'	
L83	N 81°44'33" W	25.36'	
L84	S 27°06'43" W	45.16'	
L85	S 26°23'37" W	3.42'	
L86	N 5°55'56" W	142.32'	
L87	N 37°10'12" E	7.82'	
L88	N 37°10'12" E	86.18'	
L89	N 52°49'48" W	14.46'	
L90	N 37°10'12" E	16.00'	
L91	N 37°10'12" E	7.42'	
L92	N 37°10'12" E	86.58'	
L93	S 52°49'48" W	142.50'	
L94	N 37°10'12" E	16.00'	
L95	S 52°13'40" E	174.08'	
L96	S 09°14'19" W	16.74'	
L97	S 09°14'19" W	26.93'	
L98	S 25°40'43" W	16.34'	
L99	S 17°45'52" E	40.63'	
L100	S 65°12'42" E	19.83'	
L101	S 24°47'18" W	27.29'	
L102	S 65°20'25" E	33.23'	
L103	S 24°39'55" W	7.88'	
L104	N 64°42'32" W	24.02'	
L105	N 87°17'44" W	16.33'	
L106	N 84°17'07" W	19.43'	

LINE TABLE			
LINE	BEARING	LENGTH	
L107	N 65°02'28" W	110.37'	
L108	N 24°57'32" E	6.40'	
L109	N 29°46'54" E	24.39'	
L110	N 25°17'21" E	242.04'	
L111	N 29°34'44" W	24.39'	
L112	N 64°42'39" W	10.00'	
L113	N 50°58'56" E	73.00'	
L114	N 88°31'00" W	16.00'	
L115	N 00°59'25" E	82.40'	
L116	N 25°17'21" E	86.44'	
L117	N 30°59'16" E	126.00'	
L118	S 24°47'37" W	48.77'	
L119	N 25°17'42" E	169.97'	
L120	N 64°42'32" W	16.07'	
L121	N 20°17'21" E	5.48'	
L122	S 64°42'32" E	10.00'	
L123	N 25°16'28" E	7.50'	
L124	S 64°43'32" E	11.37'	
L125	N 20°17'21" E	5.48'	
L126	N 25°17'21" E	13.05'	
L127	N 02°47'22" E	12.32'	
L128	S 19°42'39" E	25.47'	
L129	N 02°47'21" E	19.11'	
L130	S 43°04'39" E	19.31'	
L131	N 19°42'39" W	1.92'	
L132	N 52°49'48" W	152.52'	
L133	S 83°00'58" W	7.90'	
L134	N 52°49'48" W	22.61'	
L135	N 07°52'48" W	7.78'	
L136	N 52°49'48" W	56.61'	
L137	N 65°56'12" W	41.64'	
L138	S 26°23'37" W	16.54'	
L139	S 25°17'21" W	22.27'	
L140	S 19°42'16" E	8.27'	
L141	S 25°17'21" W	253.82'	
L142	S 68°46'22" W	16.54'	
L143	S 64°43'32" E	301.69'	
L144	S 25°14'15" W	5.90'	
L145	N 80°39'54" W	56.89'	
L146	N 22°49'52" E	2.42'	
L147	N 25°17'21" W	102.92'	
L148	N 21°13'58" W	18.62'	
L149	N 00°28'41" E	43.22'	
L150	N		



NOTES:
1) SEE SHEET 1 OF 3 FOR NOTES, REFERENCES AND LINE AND CURVE DATA TABLES.



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BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, THE UNDERSIGNED OWNER HEREBY DEDICATE ALL ROADS, RIGHTS-OF-WAY AND EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

Ashley Demig

TOLL SOUTHEAST LP COMPANY, INC.
421 WANDO PARK BLVD., SUITE 230
MT. PLEASANT, SC 29464

ACREAGE BREAKDOWN

TOTAL AREA IN LOTS	= 512 Ac.
TOTAL AREA IN OPEN SPACE	= 6.95 Ac.
TOTAL AREA IN ROAD RIGHT-OF-WAY	= 1.84 Ac.
TOTAL AREA THIS PHASE	= 13.91 Ac.
MAXIMUM LOT SIZE	= 8,123 sq. ft.
MINIMUM LOT SIZE	= 3,739 sq. ft.
TOTAL HIGHLAND	= 12.92 Ac.
TOTAL FRESHWATER WETLANDS	= 0.99 Ac.
TOTAL AREA (THIS PLAT)	= 13.91 Ac.



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

**FINAL
SUBDIVISION PLAT OF
JOHNSTON POINT
PHASE 2**

JOHNS ISLAND, CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

prepared for and owned by
TOLL SOUTHEAST LP COMPANY, INC.

LEGEND

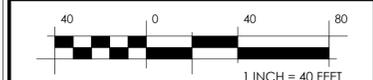
- IRON PIPE SET (3/4" OPEN WITH CAP)
- IRON PIPE FOUND (3/4" OPEN WITH CAP)
- ROAD CENTERLINE CONTROL
- △ MEANDER POINT (NO IRON SET)
- S.J.W.C. ST. JOHN'S WATER COMPANY
- DE DRAINAGE EASEMENT
- WE WATER EASEMENT
- V/W VARIABLE WIDTH
- COC CITY OF CHARLESTON
- ## DENOTES STREET ADDRESS
- FRESHWATER WETLAND
- ▨ WETLAND BUFFER

5	Corrected legend	1eq	06/01/20
4	Revised DE's to reflect record conditions	1eq	05/28/20
3	Revised offsite outfall easement	1eq	05/06/20
2	Updated flood info to reflect LOMR-F	1eq	11/01/19
1	Revised per comments dated 7/26/19	PPG	7/30/19
No.	Revision	By	Date



682 Johnnie Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203

www.thomasandhutton.com



plat	drawn	reviewed	field	crew
02/21/19	sjc	feq		

JOHN J. TECKLENBURG
Mayor



THOMAS O'BRIEN
Director

City of Charleston
South Carolina
Department of Public Service

August 26, 2020

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT District Six
6355 Fain Blvd
North Charleston, SC 29406

RE: Maintenance of concrete sidewalks on Camp Road (S-28) asphalt multi use path on Riverland Drive (S-53)

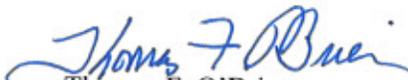
Dear Mr. Richards:

This letter concerns the proposed installation of 2050 LF of 6' wide concrete sidewalks on Camp Road (S-28) and 1150 LF 10' wide asphalt multi-use path on Riverland Drive (S-53).

The City Council of Charleston, at its meeting held September 8, 2020, agreed to accept maintenance responsibility for the 2050 LF of concrete sidewalks and 1150 LF of asphalt on Riverland within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner accessibility ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities*).

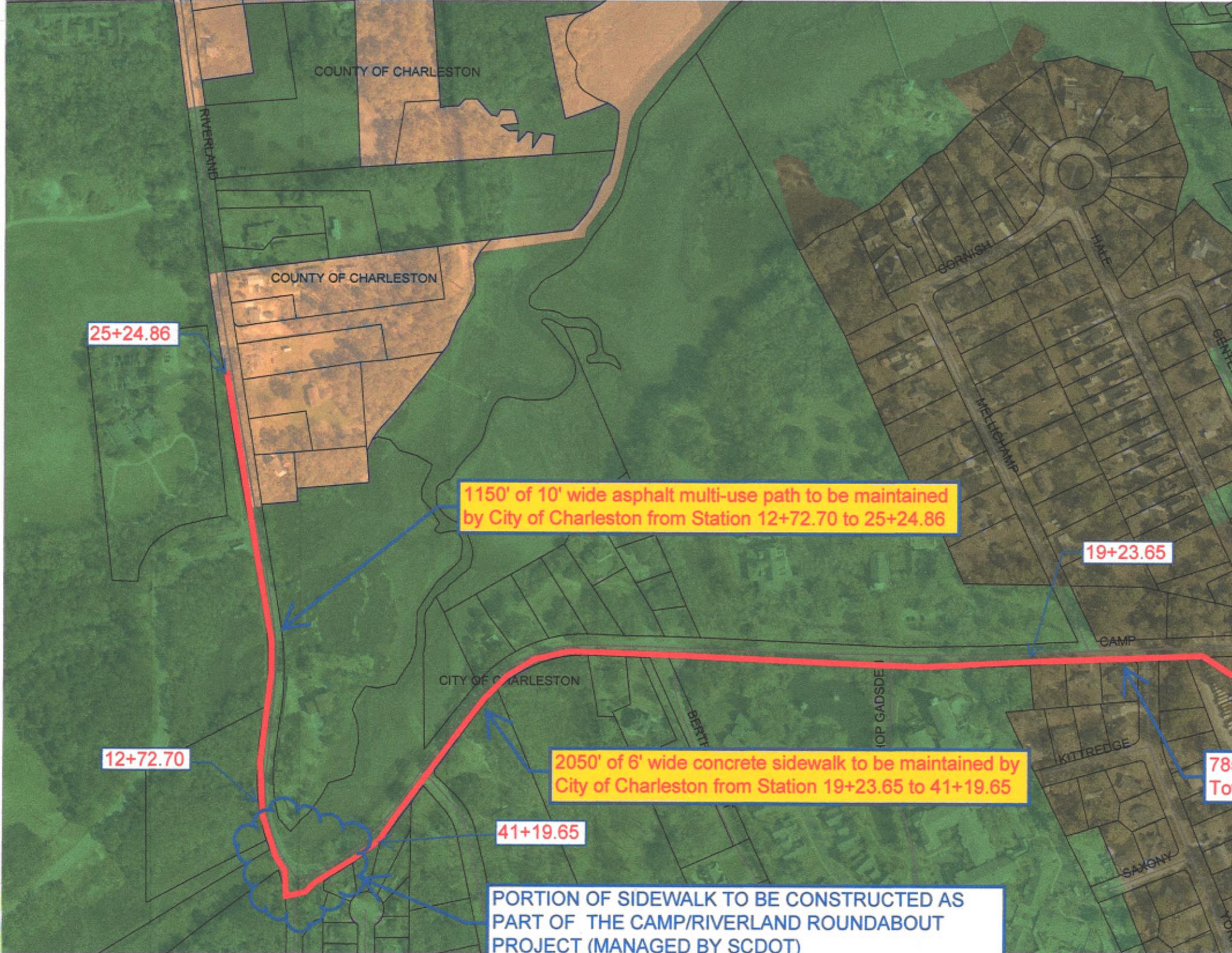
Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at obrient@charleston-sc.gov.

Sincerely,


Thomas F. O'Brien
Director of Public Service

cc: Robert Hauck, GIS

TFO/kc



25+24.86

1150' of 10' wide asphalt multi-use path to be maintained by City of Charleston from Station 12+72.70 to 25+24.86

19+23.65

12+72.70

2050' of 6' wide concrete sidewalk to be maintained by City of Charleston from Station 19+23.65 to 41+19.65

785+00.00

41+19.65

PORTION OF SIDEWALK TO BE CONSTRUCTED AS PART OF THE CAMP/RIVERLAND ROUNDABOUT PROJECT (MANAGED BY SCDOT)

JOHN J. TECKLENBURG
Mayor



THOMAS O'BRIEN
Director

City of Charleston
South Carolina
Department of Public Service

August 26, 2020

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT District Six
6355 Fain Blvd
North Charleston, SC 29406

RE: Maintenance in conjunction with the Market Street Division III Streetscape

Dear Mr. Richards:

This letter concerns the proposed installation of granite curbing 237 LF, bluestone sidewalk 630 SY, brick crosswalks 57 SY, crosswalks 239 LF, non standard handicap ramp 3, sanitary sewer conflict structure 1, in conjunction with the Market Street Division III Streetscape

The City Council of Charleston, at its meeting held September 8, 2020, agreed to accept maintenance responsibility within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner accessibility ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities*).

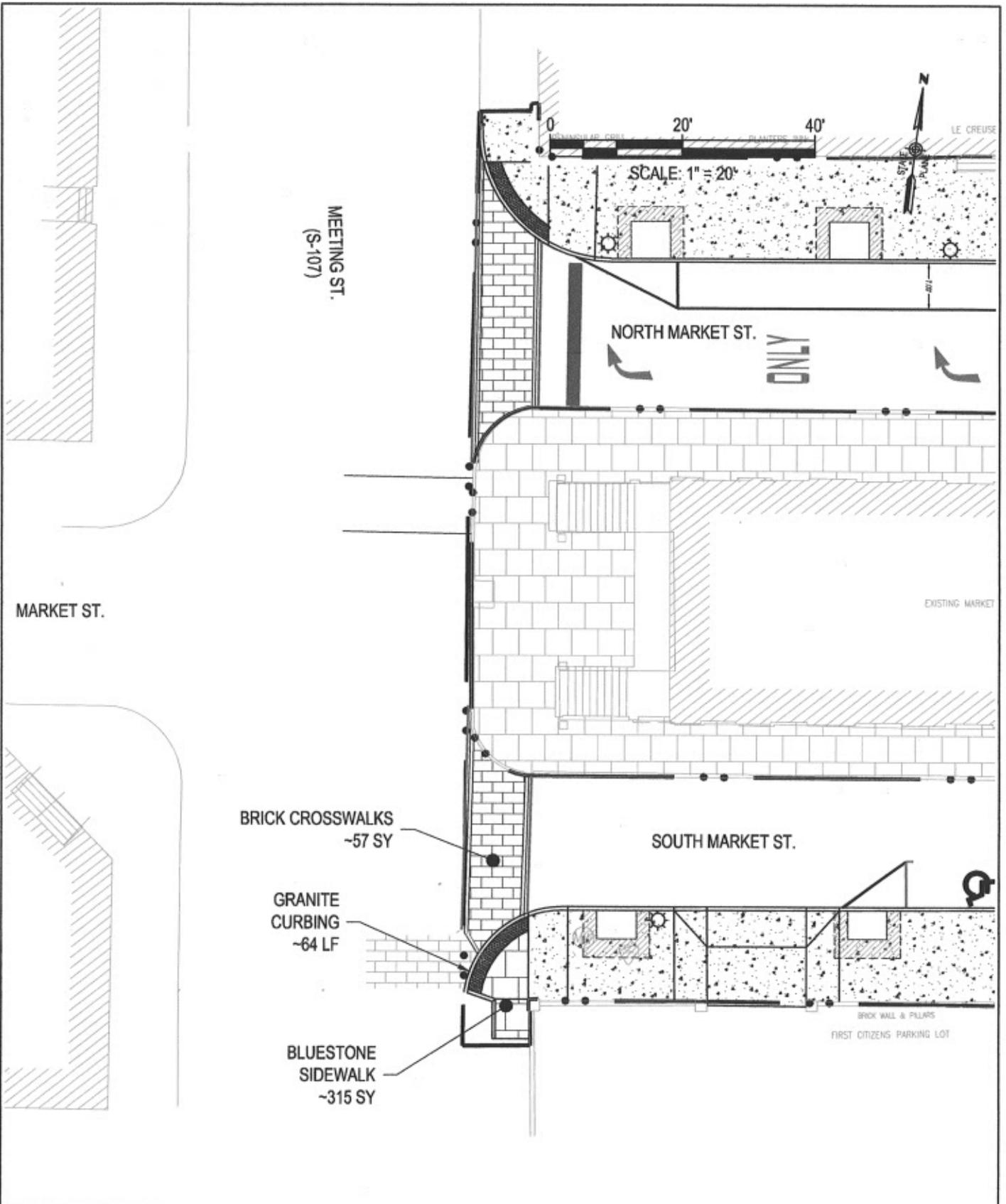
Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at obrient@charleston-sc.gov.

Sincerely,


Thomas F. O'Brien
Director of Public Service

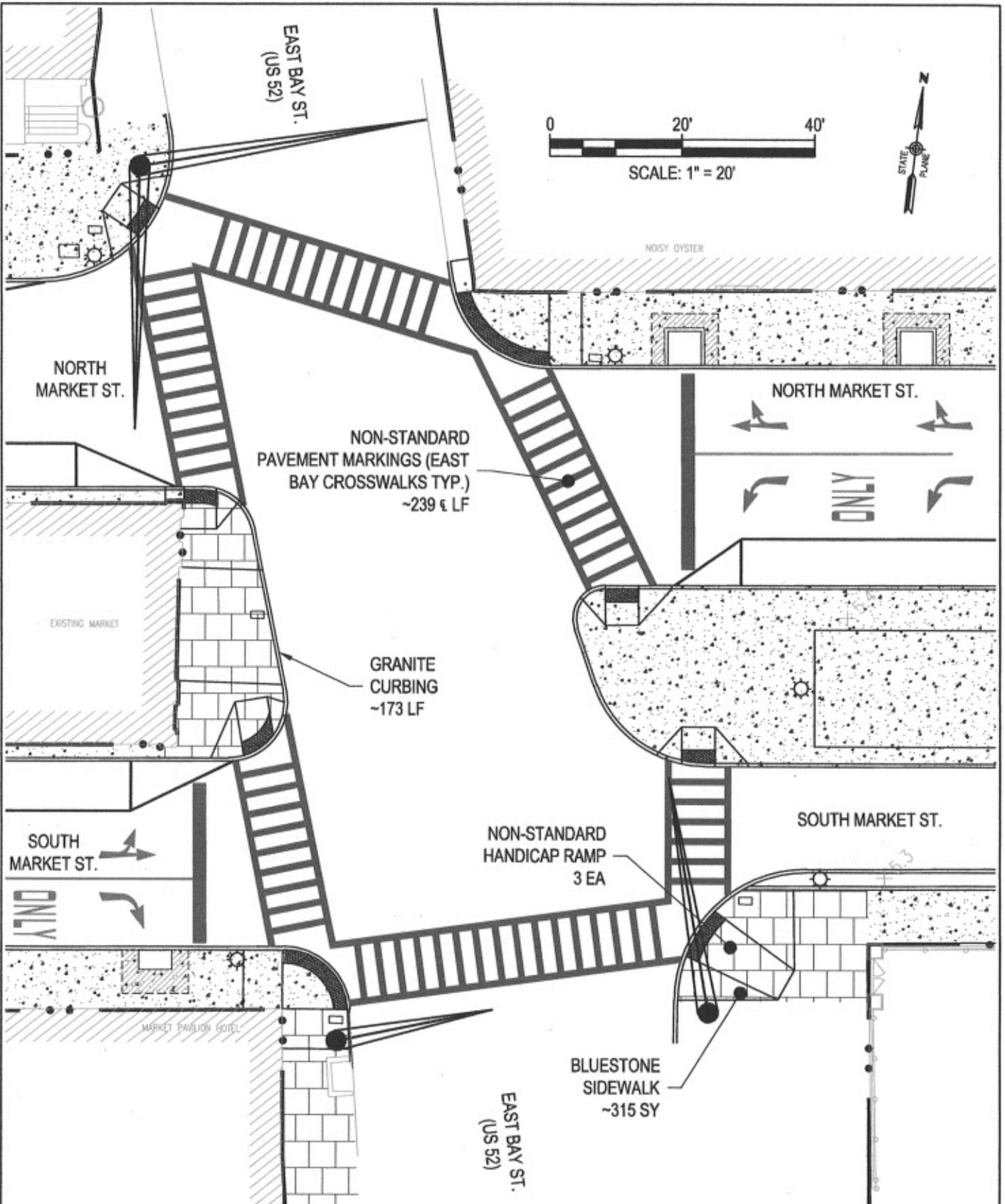
cc: Robert Hauck, GIS

TFO/kc



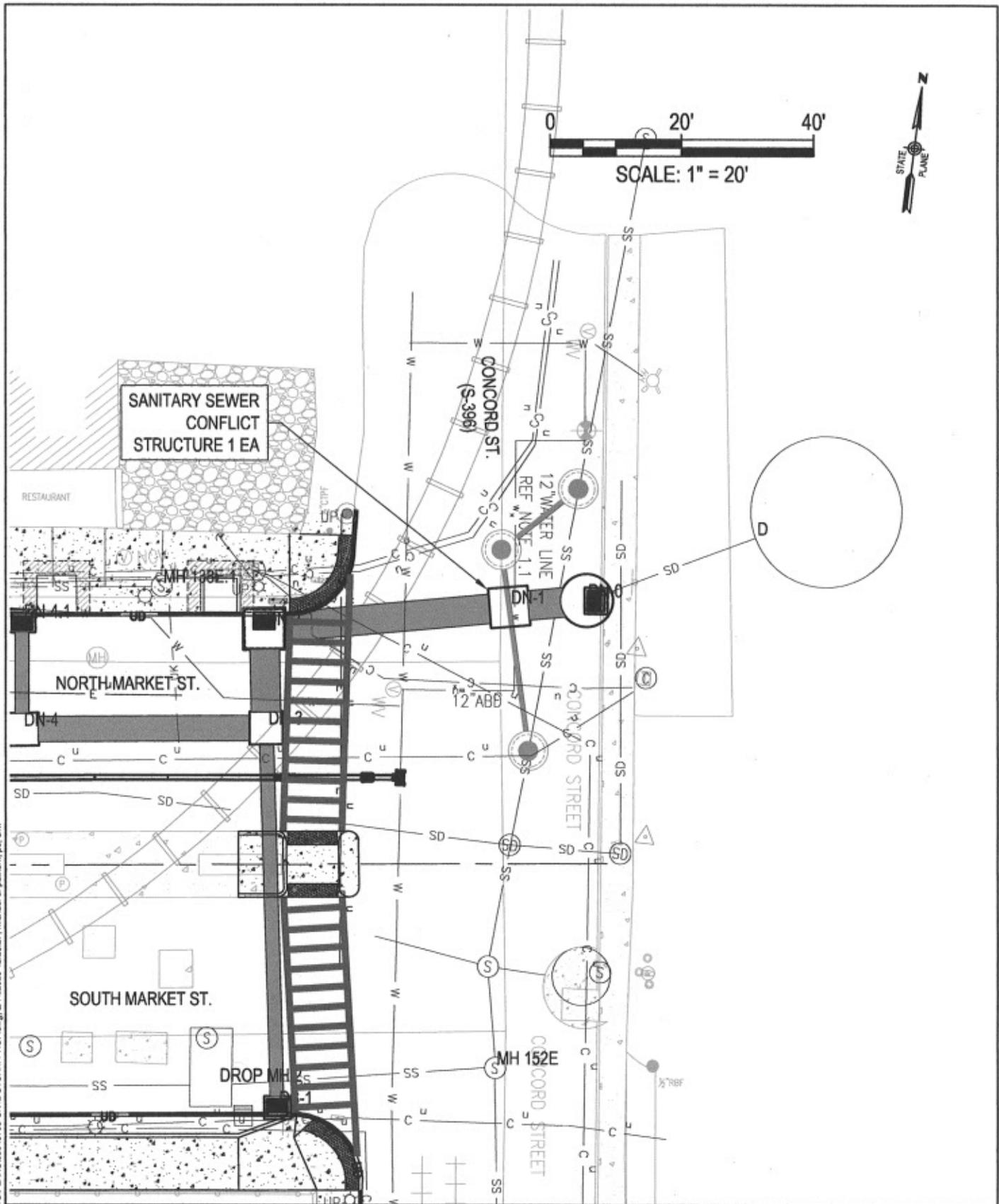
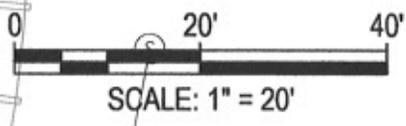
C:\Users\mptnam\Desktop\03040705-CIVIL-STRIPING.dwg, 8/11/2020 12:24:22, michael a. pattem, ps, dlm

DESIGNED N/A	CHECKED N/A	OWNER CITY OF CHARLESTON	DRAWING TITLE NON-STANDARD MATERIALS EXHIBIT	DATE AUGUST 2020
DRAWN N/A	APPROVED N/A	PROJECT TITLE MARKET STREET DRAINAGE IMPROVEMENTS AND STREETSCAPE PROJECT	SKETCH REFERENCE N/A	JOB NO. 030407.05
DAVIS & FLOYD SINCE 1854 WWW.DAVISFLOYD.COM		PROJECT LOCATION CHARLESTON, SC		EX-1
				PAGE 1 OF 3



C:\Users\matheam\Desktop\03040705-CIVIL-STRIPING.dwg, 8/11/2020 12:25:38, michael a. putnam, p.e., cfm

DESIGNED N/A	CHECKED N/A	OWNER CITY OF CHARLESTON	DRAWING TITLE NON-STANDARD MATERIALS EXHIBIT	DATE AUGUST 2020
DRAWN N/A	APPROVED N/A	PROJECT TITLE MARKET STREET DRAINAGE IMPROVEMENTS AND STREETScape PROJECT	SKETCH REFERENCE N/A	JOB NO. 030407.05
DAVIS & FLOYD SINCE 1954 WWW.DAVISFLOYD.COM		PROJECT LOCATION CHARLESTON, SC		EX-2 PAGE 2 OF 3



G:\Users\cd103047_05\Production\CIVIL\DWG\PLANS\03040705-CIVIL-STORM-PROF.dwg, 8/11/2020 12:28:27, michael s. palmer, ps, cfm

DESIGNED N/A	CHECKED N/A	OWNER CITY OF CHARLESTON	DRAWING TITLE NON-STANDARD MATERIALS EXHIBIT	DATE AUGUST 2020
DRAWN N/A	APPROVED N/A	PROJECT TITLE MARKET STREET DRAINAGE IMPROVEMENTS AND STREETScape PROJECT	SKETCH REFERENCE N/A	JOB NO. 030407.05
DAVIS & FLOYD SINCE 1954 www.davisfloyd.com		PROJECT LOCATION CHARLESTON, SC		EX-3 PAGE 3 OF 3

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that D.R. HORTON, INC. (“Grantor”) in the state aforesaid, for an in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), to Grantor in hand paid by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CITY OF CHARLESTON (“Grantee”), its successors and assigns, forever, all that property more particularly described on Exhibit A, attached hereto and incorporated herein by reference, which is granted, bargained, sold and released for the use of the public forever.

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

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

AND Grantor does hereby bind Grantor and Grantor’s heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said CITY OF CHARLESTON, its successors and assigns, against Grantor and Grantor’s heirs, successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Grantee’s Mailing Address: City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

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EXHIBIT A

[LEGAL DESCRIPTION]

All of the property underneath, above, and containing that certain right-of-way shown and designated as "HARMONY LAKE DRIVE (50' R/W)," situate, lying and being in the City of Charleston, Charleston County, South Carolina, being more fully shown on that certain plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 3B-1 TMS NO. 313-00-00-571 (7.196 AC) TO CREATE WOODBURY PARK PHASE 3A CONTAINING 17 LOTS (3.539 AC), H.O.A. AREAS (2.811 AC), AND RIGHT-OF-WAYS (0.846 AC), PROPERTY OF D.R. HORTON, INC., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Richard D. Lacey (SCPLS No. 16120), dated May 15, 2020, revised as shown thereon, and recorded on _____, in Plat Book _____ at Page _____ in the ROD Office for Charleston County, South Carolina, said property butting and bounding, measuring and containing, and having such courses and distances as is shown on said plat, reference to which is craved for a more complete and accurate legal description.

This being a portion of the property conveyed to Grantor by deed of Five Lakes, LLC, dated January 29, 2020, and recorded March 6, 2020, in Deed Book 0864 at Page 720 in the ROD Office for Charleston County, South Carolina.

Being a portion of TMS Nos. 313-00-00-571

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON) **EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this 11 day of August, 2020, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"); and D.R. HORTON, INC. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County tax map numbers 313-00-00-531 & 313-00-00-571 and, to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property, as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto the City certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain drainage easements more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of the City's allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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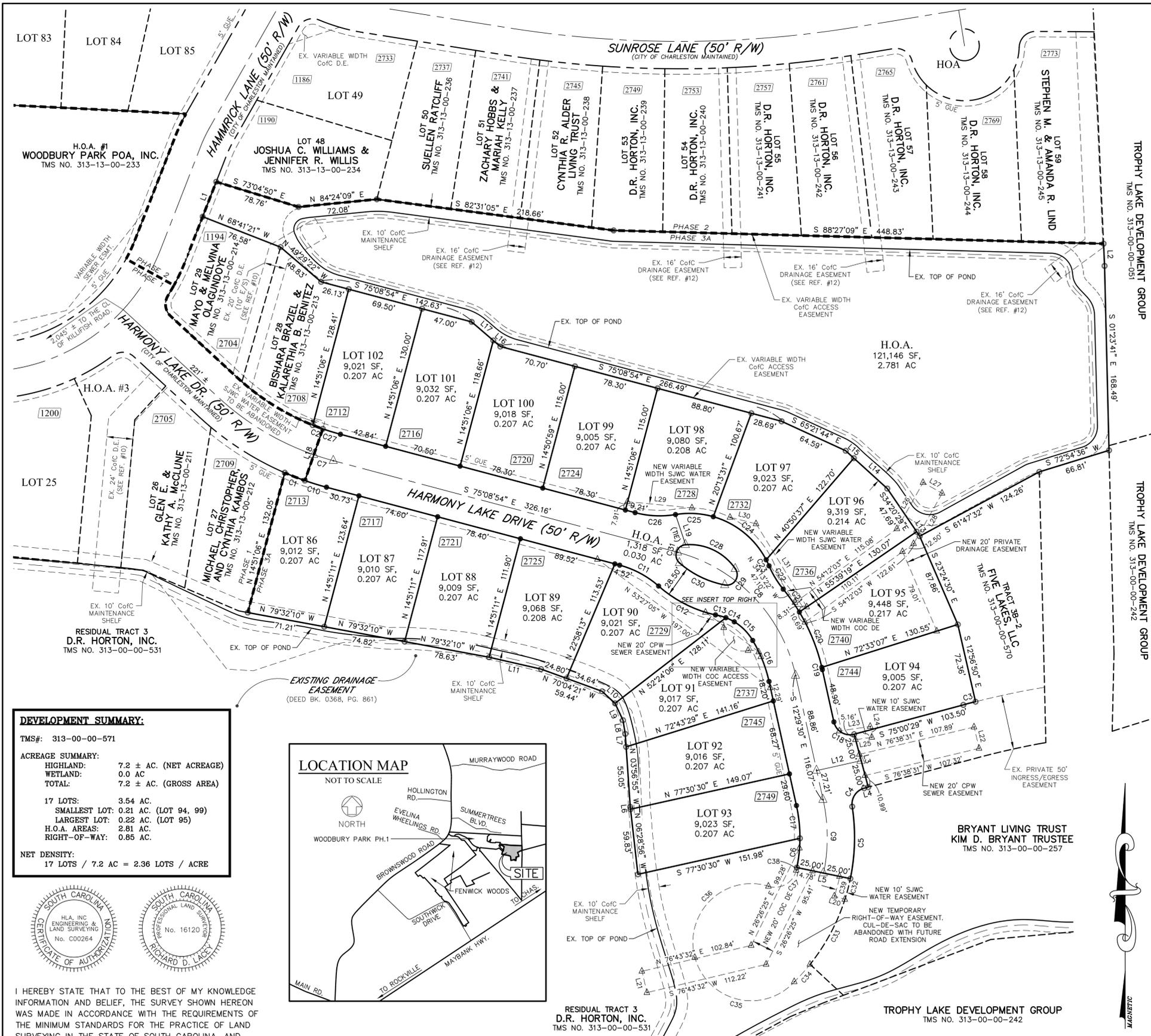
EXHIBIT A

[DESCRIPTION OF DRAINAGE EASEMENTS]

All those certain drainage easements of various widths being shown and labeled "COC DE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 3B-1 TMS NO. 313-00-00-571 (7.196 AC) TO CREATE WOODBURY PARK PHASE 3A CONTAINING 17 LOTS (3.539 AC), H.O.A. AREAS (2.811 AC), AND RIGHT-OF-WAYS (0.846 AC), PROPERTY OF D.R. HORTON, INC., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Richard D. Lacey (SCPLS No. 16120), dated May 15, 2020, revised as shown thereon, and recorded on _____, in Plat Book _____ at Page _____ in the ROD Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

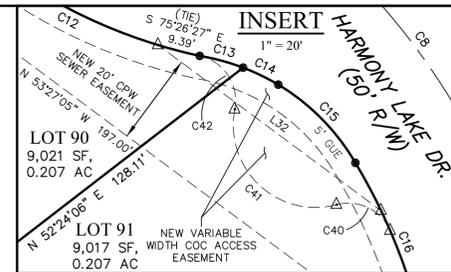
SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENT having such the size, shape, dimensions, buttings, and boundings as will by reference to said plat more fully and at-large appear.

[END OF DOCUMENT]



LEGEND

- IPF: BOUNDARY LINE & CORNER FOUND (AS DESCRIBED)
- IPS: BOUNDARY LINE & CORNER SET (5/8" REBAR)
- : ADJACENT BOUNDARY LINE
- : RIGHT OF WAY LINE
- : EASEMENT LINE (AS DESCRIBED)
- : CENTERLINE
- COC: CITY OF CHARLESTON
- DE: DRAINAGE EASEMENT
- E/S: EACH SIDE
- CPW: COMMISSIONERS OF PUBLIC WORKS
- SJWC: ST. JOHN'S WATER COMPANY
- : EXISTING POND
- [1234]: ADDRESS



CURVE	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	275.00'	4'07'04"	9.89'	19.76'	S 68°47'07" E	19.76'
C2	225.00'	2'30'04"	4.91'	9.82'	N 69°35'37" W	9.82'
C3	135.49'	4'53'49"	5.79'	11.58'	S 75°25'22" W	11.58'
C4	15.00'	83°47'38"	13.46'	21.94'	S 33°06'40" W	20.03'
C5	185.00'	20°29'27"	33.44'	66.16'	S 01°27'35" W	65.81'
C6	133.74'	11°30'53"	13.48'	26.88'	N 08°00'13" E	26.83'
C7	250.00'	4'18'15"	9.39'	18.78'	S 72°59'46" E	18.78'
C8	150.00'	62°39'24"	91.30'	164.03'	S 43°49'12" E	155.98'
C9	160.00'	24°11'56"	34.30'	67.58'	S 00°23'31" E	67.08'
C10	275.00'	4'18'15"	10.33'	20.66'	S 72°59'46" E	20.65'
C11	88.00'	26°33'05"	20.76'	40.78'	S 61°52'21" E	40.42'
C12	116.02'	29°09'49"	30.18'	59.05'	S 63°10'44" E	58.42'
C13	49.89'	11°18'03"	4.94'	9.84'	S 74°50'35" E	9.82'
C14	49.89'	9°49'30"	4.29'	8.55'	S 64°16'48" E	8.54'
C15	48.14'	28°51'15"	12.38'	24.24'	S 44°40'53" E	23.99'
C16	125.00'	18°33'52"	20.43'	40.50'	S 21°46'26" E	40.32'
C17	134.98'	12°47'49"	15.14'	30.15'	S 06°05'40" E	30.09'
C18	15.00'	09°22'30"	12.72'	24.22'	N 58°44'30" W	21.67'
C19	175.00'	0°41'47"	1.06'	2.13'	N 12°50'23" W	2.13'
C20	175.00'	17°56'03"	27.61'	54.78'	N 22°09'18" W	54.55'
C21	175.00'	8°22'25"	12.81'	25.58'	N 35°18'32" W	25.55'
C22	88.00'	16°16'58"	12.59'	25.01'	N 31°21'16" W	24.92'
C23	79.12'	4°27'32"	3.08'	6.16'	N 25°26'33" W	6.16'
C24	79.12'	46°26'15"	33.94'	64.13'	N 50°53'27" W	62.39'
C25	79.12'	25°19'22"	17.77'	34.97'	N 86°46'15" W	34.68'
C26	88.00'	24°17'03"	18.93'	37.30'	N 87°17'25" W	37.02'
C27	225.00'	4°18'15"	8.46'	16.90'	S 72°59'46" W	16.90'
C28	50.62'	6°03'20"	29.26'	53.06'	S 64°11'10" E	50.66'
C29	9.50'	134°40'48"	22.76'	22.33'	S 33°10'54" W	17.53'
C30	87.52'	30°35'04"	23.93'	46.72'	N 64°11'10" W	46.17'
C31	9.50'	134°40'47"	22.75'	22.33'	N 18°26'47" E	19.60'
C32	185.00'	6°04'24"	9.81'	19.61'	S 14°44'30" W	19.60'
C33	185.00'	20°58'42"	34.25'	67.74'	S 28°16'03" W	67.36'
C34	185.00'	6°38'18"	10.73'	21.43'	S 42°04'33" W	21.42'
C35	53.50'	122°22'06"	97.25'	114.26'	N 76°21'35" W	93.75'
C36	53.50'	122°22'06"	97.25'	114.26'	N 48°00'31" E	93.75'
C37	20.00'	94°22'13"	21.59'	32.94'	N 60°00'27" E	29.34'
C38	133.74'	1°03'42"	1.24'	2.48'	N 12°17'30" E	2.48'
C39	175.00'	84°27'55"	59.30'	9.28'	N 14°44'32" E	18.54'
C40	10.00'	81°24'48"	8.60'	14.21'	N 64°06'33" W	13.04'
C41	18.00'	115°44'12"	28.66'	36.36'	N 46°56'51" W	30.49'
C42	10.00'	88°30'32"	9.74'	15.45'	N 33°20'01" W	13.96'

PLANNING AND ROD USE

PLANNING USE ONLY

ENGINEERING DIVISION
CITY OF CHARLESTON

DATE PLAT APPROVED _____

APPROVED BY CITY ENGINEER _____

APPROVED BY: _____
FOR CITY ENGINEER

LINE	BEARING	DISTANCE
L1	N 21°18'39" E	34.15'
L2	S 02°32'08" E	20.33'
L3	S 14°59'31" E	50.00'
L4	S 75°00'29" W	3.91'
L5	N 78°18'38" W	50.00'
L6	N 06°28'56" W	2.07'
L7	N 03°56'55" W	11.84'
L8	N 09°22'30" W	12.72'
L9	N 25°19'31" W	17.01'
L10	N 47°14'46" W	16.16'
L11	N 77°08'51" W	48.82'
L12	N 77°30'30" E	41.74'
L13	S 34°20'29" E	5.00'
L14	S 47°48'42" E	41.34'
L15	S 47°48'42" E	10.00'
L16	S 49°23'49" E	8.43'
L17	S 49°23'49" E	26.09'
L18	N 19°09'21" E	50.00'
L19	S 18°32'36" E	29.08'
L20	N 72°13'18" W	10.00'
L21	N 13°16'28" W	20.00'
L22	S 13°21'29" E	20.00'
L23	N 81°34'25" E	28.57'
L24	S 08°25'35" E	10.00'
L25	S 81°34'25" W	15.11'
L26	N 29°33'40" E	48.52'
L27	S 60°26'20" E	20.00'
L28	S 29°33'40" W	52.89'
L29	S 84°27'55" E	59.30'
L30	S 76°02'04" E	24.54'
L31	S 31°27'11" E	88.90'
L32	S 53°27'05" E	60.72'

NOTES

- AREA DETERMINED BY THE COORDINATE METHOD.
- PROPERTY IS LOCATED IN FLOOD ZONE X, AS PER FEMA FLOOD INSURANCE RATE MAP NUMBER 45019C0655J, COMMUNITY PANEL 455412 0655 J. EFFECTIVE NOVEMBER 17, 2004.
- NO UNDERGROUND EXPLORATION PERFORMED FOR THIS SURVEY.
- ALL FOUND PINS ARE 5/8" REBAR UNLESS OTHERWISE NOTED. ALL SET PINS ARE 5/8" REBAR.
- HOA AREAS WILL BE DEDICATED TO AND OWNED AND MAINTAINED BY A NEIGHBORHOOD HOME OWNERS ASSOCIATION (H.O.A.). H.O.A. AREAS ARE FOR H.O.A. PURPOSES ONLY.
- ALL OPEN SPACE AREAS SHALL BE RESERVED FOR OPEN SPACE ONLY AND SHALL BE OWNED AND MAINTAINED BY THE HOA UNLESS SPECIFICALLY STATED OTHERWISE.
- THE CITY OF CHARLESTON (COC) DRAINAGE EASEMENTS ARE DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER SYSTEM.
- THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO THE H.O.A. FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER FACILITIES WITHIN THE PRIVATE DRAINAGE EASEMENTS.
- WATER TO BE PROVIDED BY ST. JOHN'S WATER COMPANY INC. SEWER TO BE PROVIDED BY CHARLESTON WATER SYSTEM (CWS).
- NO WETLANDS EXIST WITHIN THIS PHASE.
- TOTAL LOTS = 17
 - SMALLEST LOT = LOT 94, 99 (9,005 SF)
 - LARGEST LOT = LOT 95 (9,448 SF)

REFERENCES

- TMS NO. 313-00-00-571
- PLAT BY KEITH RUDDY DATED AUGUST 23, 1985, RECORDED IN PLAT BOOK BF, PAGE 107. CHARLESTON COUNTY RMC.
- PLAT BY RICHARD D. LACEY DATED FEBRUARY 15, 1997, RECORDED IN PLAT BOOK EB, PAGE 646. CHARLESTON COUNTY RMC.
- PLAT BY TRICO ENGINEERING CONSULTANTS, INC. DATED AUGUST 4, 2004, RECORDED IN PLAT BOOK EH, PAGE 803. CHARLESTON COUNTY RMC.
- PLAT BY TRICO ENGINEERING CONSULTANTS, INC. DATED JULY 10, 2006, RECORDED IN PLAT BOOK EK, PAGE 216. CHARLESTON COUNTY RMC.
- PLAT BY HLA, INC. DATED JANUARY 3, 2012, RECORDED IN PLAT BOOK L12, PAGE 0258. CHARLESTON COUNTY RMC.
- PLAT BY HLA, INC. DATED MAY 14, 2014, RECORDED IN PLAT BOOK L14, PAGE 0200. CHARLESTON COUNTY RMC.
- PLAT BY HLA, INC. DATED AUGUST 14, 2014, RECORDED IN PLAT BOOK L14, PAGE 0332 & 0333. CHARLESTON COUNTY RMC.
- PLAT BY HLA, INC. DATED MARCH 9, 2017, RECORDED IN PLAT BOOK L17, PAGE 0221. CHARLESTON COUNTY RMC.
- PLAT BY HLA, INC. DATED MAY 8, 2017, RECORDED IN PLAT BOOK L17, PAGE 0605. CHARLESTON COUNTY RMC.
- PLAT BY HLA, INC. DATED OCTOBER 24, 2017, RECORDED IN PLAT BOOK L17, PAGE 0615. CHARLESTON COUNTY RMC.
- PLAT BY HLA, INC. DATED MARCH 26, 2018, RECORDED IN PLAT BOOK L18, PAGE 0435. CHARLESTON COUNTY RMC.
- PLAT BY HLA, INC. DATED NOVEMBER 19, 2018, RECORDED IN PLAT BOOK L19, PAGE 0020. CHARLESTON COUNTY RMC.

DEVELOPMENT SUMMARY:
TMS#: 313-00-00-571

ACREAGE SUMMARY:
HIGHLAND: 7.2 ± AC. (NET ACREAGE)
WETLAND: 0.0 AC.
TOTAL: 7.2 ± AC. (GROSS AREA)

17 LOTS: 3.54 AC.
SMALLEST LOT: 0.21 AC. (LOT 94, 99)
LARGEST LOT: 0.22 AC. (LOT 95)
H.O.A. AREAS: 2.81 AC.
RIGHT-OF-WAY: 0.85 AC.

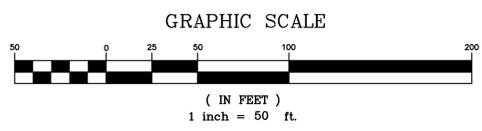
NET DENSITY:
17 LOTS / 7.2 AC = 2.36 LOTS / ACRE



RESIDUAL TRACT 3
D.R. HORTON, INC.
TMS NO. 313-00-00-531

TROPHY LAKE DEVELOPMENT GROUP
TMS NO. 313-00-00-242

BRYANT LIVING TRUST
KIM D. BRYANT TRUSTEE
TMS NO. 313-00-00-257



BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, I HEREBY DEDICATE ALL ROADS, ROAD RIGHTS-OF-WAY AND EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, I HEREBY DEDICATE ALL EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

OWNER/REPRESENTATIVE:
D.R. HORTON, INC.

OWNER/REPRESENTATIVE:
FIVE LAKES, LLC

RICHARD D. LACEY S.C.P.L.S. 16120

FINAL PLAT SHOWING
THE SUBDIVISION OF TRACT 3B-1
TMS NO. 313-00-00-571 (7.196 AC)
TO CREATE
WOODBURY PARK PHASE 3A
CONTAINING 17 LOTS (3.539 AC),
H.O.A. AREAS (2.81 AC), AND
RIGHT-OF-WAYS (0.846 AC)
PROPERTY OF
D.R. HORTON, INC.
LOCATED IN
THE CITY OF CHARLESTON,
CHARLESTON COUNTY, SOUTH CAROLINA
DATE: MAY 15, 2020 SCALE: 1" = 50'

HLA SURVEYING CIVIL ENGINEERING
THE SITE EXPERTS LAND PLANNING LANDSCAPE ARCHITECTURE
29 Leinbach Drive, A2, Charleston SC 29407-6988
tel: 843.763.1166 fax: 843.763.1909 web: www.hlainc.com

STATE OF SOUTH CAROLINA)
)
)
)
 COUNTY OF CHARLESTON) **NON-EXCLUSIVE STORM
 WATER DRAINAGE
 EASEMENTS
 CITY OF CHARLESTON**

This Agreement is made and entered into this ____ day of _____, 2020, by and between BFK HOLDINGS, LLC, a South Carolina limited liability company (“Owner”), and the CITY OF CHARLESTON (“City”).

WHEREAS, Owner holds title to that certain real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”), said Property being designated as Charleston County TMS No. 301-00-00-028;

WHEREAS, City desires to protect and maintain the natural flow of stormwater and, if necessary, construct, install, improve, replace, repair, and relocate necessary drainage ditches and appurtenances (the “Storm Water System”), across a portion of the Property, as further described herein, subject to the City’s compliance with the Declaration (as defined herein), and its receipt of any approvals, consents, or waivers required thereunder from the Corps or DHEC (as defined in the Declaration);

WHEREAS, to accomplish this objective, City must obtain certain easements from Owner permitting the City to access, inspect, maintain, construct, install, improve, replace, repair and relocate the Storm Water System through the referenced portion of the Property, as hereinafter described, subject to the City’s compliance with the Declaration, and its receipt of any approvals, consents, or waivers required thereunder from the Corps or DHEC; and

WHEREAS, Owner desires to cooperate with City and to grant unto City certain permanent and non-exclusive stormwater drainage easements in and to the Property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the Storm Water System to the Property, Owner has granted, bargained, sold, released and conveyed, and, by these presents, hereby grants, bargains, sells, releases and conveys unto the CITY OF CHARLESTON permanent, non-exclusive stormwater drainage easements (the “Drainage Easements”) over the portion of the Property more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the “Easement Area”), subject to the following terms and conditions:

1. The recitals and exhibits are incorporated herein by reference as if fully restated verbatim.

2. NOTICE: THE EASEMENT AREAS, AND THE CITY’S RIGHTS ARISING UNDER THIS AGREEMENT, ARE SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (THE “DECLARATION”) RECORDED ON JUNE 30, 2020, IN DEED BOOK 0823 AT PAGE 920 IN THE ROD OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA. OWNER HEREBY GRANTS THE CITY OF CHARLESTON THE DRAINAGE EASEMENTS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS,

INSPECT, AND MAINTAIN ANY AND ALL PROTECTED WETLANDS AND PROTECTED WETLAND BUFFERS DELINEATED IN THE DECLARATION AND/OR ANY FUTURE DECLARATION OF RESTRICTIVE COVENANTS RECORDED AGAINST THE PROPERTY, SUBJECT AT ALL TIMES TO THE RESTRICTIONS, PROCEDURES, AND REQUIRED PERMISSIONS STATED IN SUCH DECLARATION OR DECLARATIONS.

3. City shall at all times have the right of ingress and egress to the Easement Areas to conduct the allowable activities set forth herein with respect to the the Storm Water System.

4. The easements set forth herein shall be commercial in nature and shall run with title to the Property.

5. City has no obligation to repair, replace or to compensate Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Drainage Easements during the conduct of City's allowable activities, as described herein, but the foregoing shall not limit the City's obligation to comply with the terms of the Declaration in conducting such activities.

6. Exhibit D is attached hereto and incorporated herein by reference solely to demonstrate the general location of the wetlands, wetland buffers, and wetland fill proposed to be located on the Property. The reference and incorporation of Exhibit D does not constitute a permit or approval of the development or subdivision shown thereon by the City or other governmental entity or create any vested right in favor of Owner with respect to the development or subdivision shown thereon.

7. City shall have the right, but not the obligation, to request from the Corps and DHEC modifications or amendments to the scope of permitted activities under the declarations described in Paragraph 6 without the consent of Owner; provided, however, such requests may not adversely impact Owner's rights under permits received by Owner from the Corps or DHEC.

8. Subject to compliance with the declarations described in Paragraph 6, and Owner's receipt of any approvals, consents, or waivers required thereunder from the Corps or DHEC, Owner hereby retains the right to access and use the Easement Area for any purpose deemed necessary by Owner, so long as such access and use does not unreasonably interfere with the City's rights under this Agreement.

TO HAVE AND TO HOLD, all and singular, the said easements unto the CITY OF CHARLESTON, its successors and assigns, against Owner and Owner's successors and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A

[DESCRIPTION OF PROPERTY]

All of those pieces, parcels, or tracts of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, designated as "TRACT D-1" and "TRACT D-2" on that certain plat entitled, "PLAT SHOWING THE SUBDIVISION OF TRACT D TMS NO. 301-00-00-028 (53.302 ACRES) INTO TRACT D-1 (32.027 ACRES) AND TRACT D-2 (21.275) PREPARED FOR BFK HOLDINGS, LLC, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," by Richard D. Lacey (S.C.P.L.S. No. 16120), dated June 24, 2020, last revised as shown thereon, and recorded _____, 2020, in Plat Book ____ at Page ____ in the Register of Deeds Office for Charleston County, South Carolina, said pieces, parcels or tracts of land having the size, shape, dimensions, buttings, and boundings as will by reference to the said plat more fully and at-large appear.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B

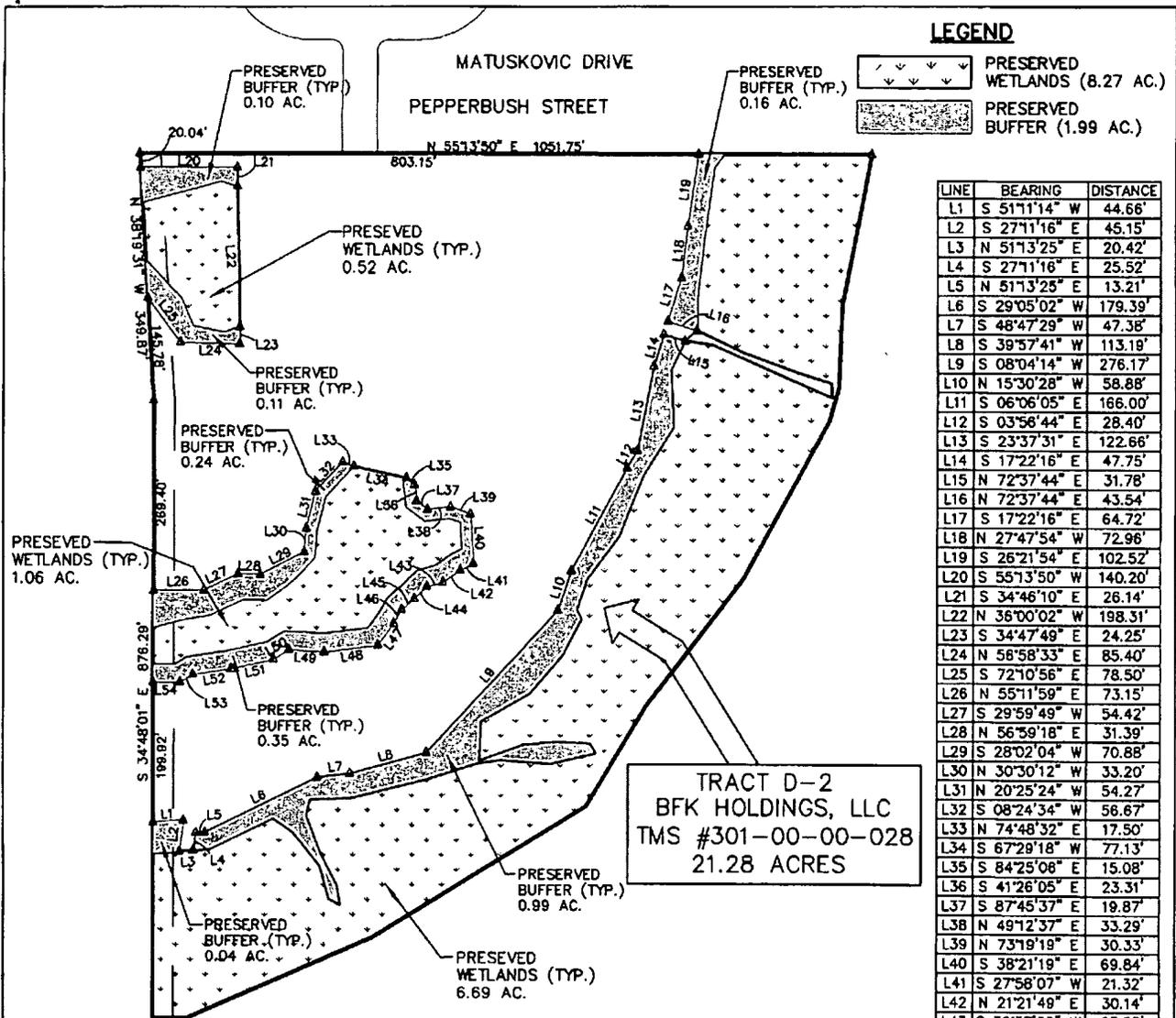
[DESCRIPTION OF EASEMENT AREAS]

All those certain preserved wetlands and preserved buffers shown and described as “PRESERVED WETLANDS (TYP.), 6.69 AC.,” “PRESERVED BUFFER (TYP.), 0.04 AC.,” “PRESERVED BUFFER (TYP.) 0.99 AC.,” and “PRESERVED BUFFER (TYP.) 0.16 AC.,” on that certain survey attached hereto and incorporated herein as Exhibit C, showing “THE CROSSING,” prepared by Richard D. Lacey (SCPLS No. 16120) on June 25, 2020; and all those certain areas generally identified as “WETLANDS” and “NEW 25’ WETLAND BUFFER,” but not including those areas identified as “WETLAND FILL” on Sheet 4 of 9 of the WETLAND MASTERPLAN for the “VERDIER PROJECT,” dated February 5, 2019, a copy of which is attached hereto and incorporated herein by reference as Exhibit D; provided, however, with respect to Exhibit D, the parties agree that, upon recording of a Declaration of Restrictive Covenants relating to the wetland fill, preserved wetlands, and wetland buffers shown thereon, the preserved wetlands and preserved wetland buffers identified in the exhibits to such Declaration shall be substituted for Exhibit D.

SAID EASEMENT AREAS having such the size, shape, dimensions, buttings, and boundings as will by reference to said Exhibit C and Exhibit D more fully and at-large appear.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT C



LEGEND

- PRESERVED WETLANDS (8.27 AC.)
- PRESERVED BUFFER (1.99 AC.)

LINE	BEARING	DISTANCE
L1	S 51°11'14" W	44.66'
L2	S 27°11'16" E	45.15'
L3	N 51°13'25" E	20.42'
L4	S 27°11'16" E	25.52'
L5	N 51°13'25" E	13.21'
L6	S 29°05'02" W	179.39'
L7	S 48°47'29" W	47.38'
L8	S 39°57'41" W	113.19'
L9	S 08°04'14" W	276.17'
L10	N 15°30'28" W	58.88'
L11	S 06°06'05" E	166.00'
L12	S 03°56'44" E	28.40'
L13	S 23°37'31" E	122.66'
L14	S 17°22'16" E	47.75'
L15	N 72°37'44" E	31.78'
L16	N 72°37'44" E	43.54'
L17	S 17°22'16" E	64.72'
L18	N 27°47'54" W	72.96'
L19	S 26°21'54" E	102.52'
L20	S 55°13'50" W	140.20'
L21	S 34°46'10" W	26.14'
L22	N 36°00'02" W	198.31'
L23	S 34°47'49" E	24.25'
L24	N 58°58'33" E	85.40'
L25	S 72°10'56" E	78.50'
L26	N 55°11'59" E	73.15'
L27	S 29°59'49" W	54.42'
L28	N 56°59'18" E	31.39'
L29	S 28°02'04" W	70.88'
L30	N 30°30'12" W	33.20'
L31	N 20°25'24" W	54.27'
L32	S 08°24'34" W	56.67'
L33	N 74°48'32" E	17.50'
L34	S 67°29'18" W	77.13'
L35	S 84°25'08" E	15.08'
L36	S 41°26'05" E	23.31'
L37	S 87°45'37" E	19.87'
L38	N 49°12'37" E	33.29'
L39	N 73°19'19" E	30.33'
L40	S 38°21'19" E	69.84'
L41	S 27°58'07" W	21.32'
L42	N 21°21'49" E	30.14'
L43	S 39°57'02" W	23.85'
L44	S 11°15'16" W	24.90'
L45	N 14°34'26" E	23.05'
L46	N 04°27'13" W	22.56'
L47	N 01°43'47" E	38.15'
L48	N 47°59'38" E	77.52'
L49	S 58°38'07" W	51.31'
L50	N 23°29'06" E	25.95'
L51	N 42°35'51" E	62.08'
L52	N 46°48'46" E	55.18'
L53	N 24°26'20" E	21.54'
L54	N 55°05'47" E	39.32'

EXHIBIT "A"

NOT TO SCALE



THIS CERTIFIES THAT THE WETLANDS AND BUFFERS SHOWN HEREON REPRESENTS A FIELD SURVEY PREPARED UNDER MY DIRECTION

Richard D. Lacey
 RICHARD D. LACEY
 S.C.P.L.S 16120

Revisions	Date	Initials

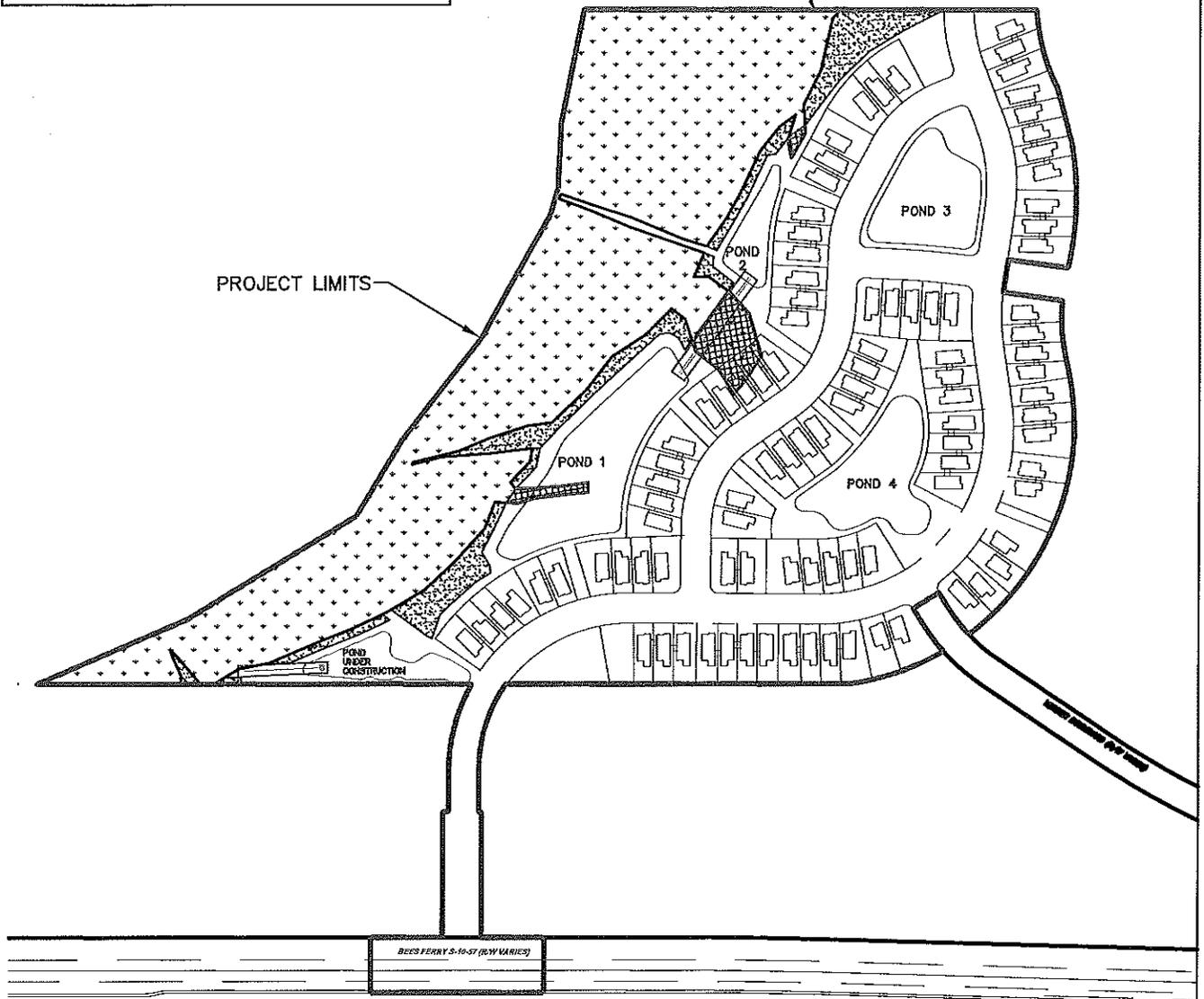
Project Title: THE CROSSING	
Project Location: Lat. 32.820215° N, Long. 80.096918° W CITY OF CHARLESTON, SOUTH CAROLINA	
Applicant: BFK HOLDINGS, LLC	
Date: JUNE 25, 2020	Scale: NONE
Application #	Sheet 1 of 1

0514531-SFR-WETLAND-PERMIT.DWG

EXHIBIT D

Permitted Plans

PROJECT LIMITS
 32.76 TOTAL ACRES
 9.56 JURISDICTIONAL
 WETLAND ACRES
 23.20 HIGHLAND ACRES



LEGEND

- PROJECT LIMITS
- PROPOSED STORM DRAINAGE
- WETLANDS
- NEW 25' WETLAND BUFFER
- WETLAND FILL

WETLAND MASTERPLAN

SCALE: 1" = 300'

Project Title: VERDIER PROJECT	
Project Location: Lat. 32.820215° N, Long. 80.096918° W CITY OF CHARLESTON, SOUTH CAROLINA	
Applicant: SABAL HOMES	
Date: FEBRUARY 5, 2019	Scale: NONE
Application #	Sheet 4 of 9

Revisions	
Date	Initials

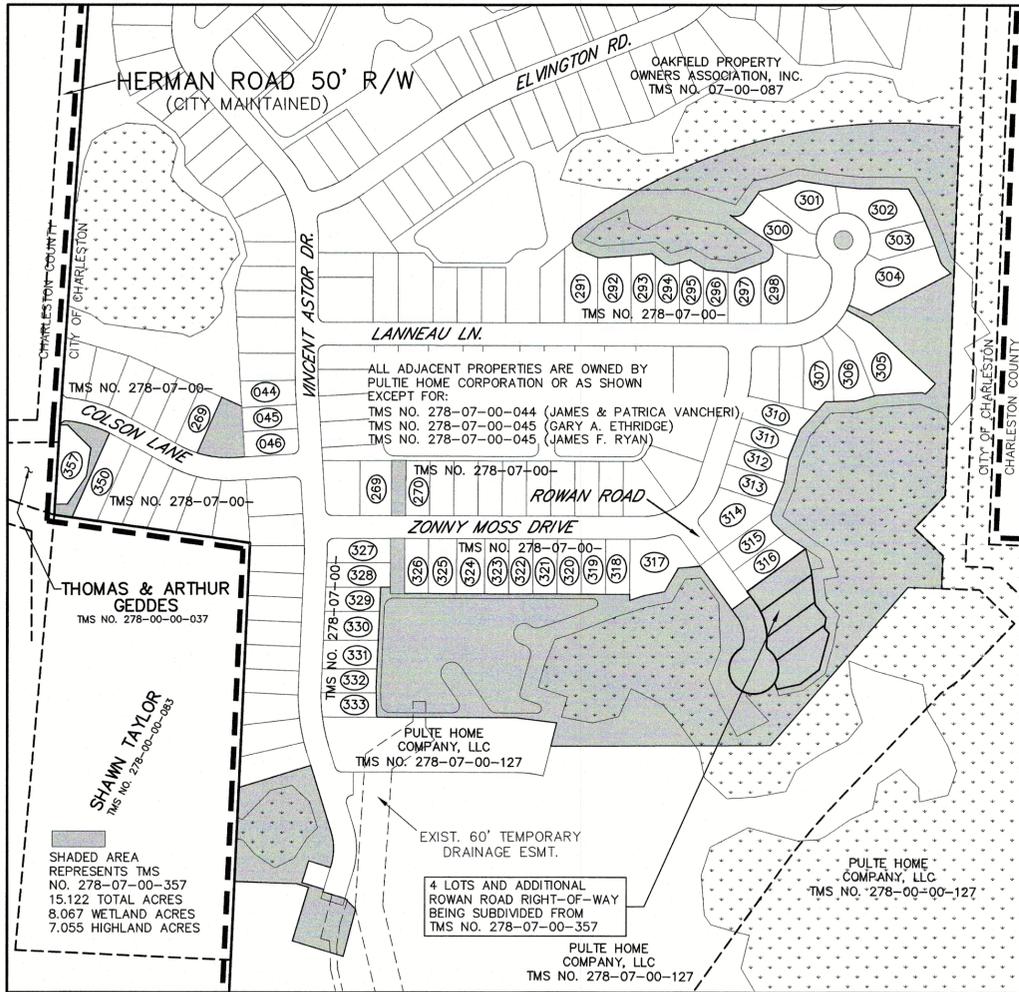
EXHIBIT A

[LEGAL DESCRIPTION]

All of the property underneath, above, and containing that certain right-of-way shown and designated as "ROWAN ROAD EXT. 50' PUBLIC R/W," situate, lying and being in the City of Charleston, Charleston County, South Carolina, being more fully shown on that certain plat entitled, "PLAT SHOWING THE SUBDIVISION OF TMS NO. 278-07-00-357 (15.122 ACRES) INTO LOT 02-050 (0.180 AC.), LOT 02-051 (0.160 AC.), LOT 02-052 (0.167 AC.), LOT 02-053 (0.200 AC.), ROWAN ROAD R/W EXTENSION (0.328 AC.) AND RESIDUAL TMS NO. 278-07-00-357 (14.087 AC.) AND SHOWING THE ABANDONMENT OF (2) 20' SEWER EASEMENTS AND A PORTION OF (2) 10' SEWER EASEMENTS PREPARED FOR PULTE HOME COMPANY, LLC, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," by Richard D. Lacey (SCPLS No. 16120), dated October 30, 2019, revised as shown thereon, and recorded on _____, in Plat Book _____ at Page _____ in the ROD Office for Charleston County, South Carolina, said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

This being a portion of the property conveyed to Pulte Home Corporation by deed of Shade Tree Partners, LLC, dated January 8, 2016, and recorded January 12, 2016, in Deed Book 0528 at Page 540 in the Register of Deeds Office for Charleston County, South Carolina.

Being a portion of TMS No. 278-07-00-357



RESIDUAL MAP
SCALE: 1" = 200'

LINE	BEARING	LENGTH
L1	S 62°47'35" E	20.70
L2	N 36°09'41" E	27.31
L3	N 85°00'00" W	36.30
L4	S 35°22'33" E	23.01
L5	N 86°05'56" W	15.24
L6	N 61°35'09" W	15.64
L7	N 80°35'56" W	20.52
L8	N 80°35'56" W	12.74
L9	S 80°35'56" E	20.52
L10	S 80°35'56" E	20.52

CURVE	RADIUS	DELTA	TANGENT	LENGTH	BEARING	CHORD
C1	54.00	54°01'46"	27.53	50.92	N39°53'19"W	49.06
C2	54.00	25°17'47"	12.12	23.84	N79°33'05"W	23.65
C3	25.00	51°55'21"	12.17	22.66	S66°14'19"E	21.89
C4	125.00	4°44'23"	5.17	10.34	N42°38'50"W	10.34
C5	125.00	26°29'56"	29.43	57.81	N58°15'59"W	57.30
C6	125.00	9°04'59"	9.93	19.82	N76°03'27"W	19.80
C7	75.00	42°45'46"	29.36	55.98	N59°13'03"W	54.69
C8	25.00	47°02'32"	10.88	20.53	N14°18'54"W	19.95
C9	54.00	202°04'48"	276.77	190.46	N88°09'58"E	106.00
C10	100.00	39°09'45"	35.57	68.35	N61°01'03"W	67.03

REFERENCES

1. PLAT BY HLA, INC., DATED MARCH 4, 2005. RECORDED IN PLAT BOOK EH, PAGE 937. CHARLESTON COUNTY ROD.
2. PLAT BY HLA, INC., DATED DECEMBER 1, 2015. RECORDED IN PLAT BOOK L16, PAGE 0004. CHARLESTON COUNTY ROD.
3. PLAT BY HLA, INC., DATED SEPTEMBER 27, 2016. RECORDED IN PLAT BOOK L16, PAGE 0156-0159. CHARLESTON COUNTY ROD.
4. PLAT BY HLA, INC., DATED NOVEMBER 23, 2016. RECORDED IN PLAT BOOK L16, PAGE 0160-0164. CHARLESTON COUNTY ROD.
5. PLAT BY HLA, INC., DATED FEBRUARY 26, 2018. RECORDED IN PLAT BOOK L18, PAGE 0267 - 0272. CHARLESTON COUNTY ROD.



I HEREBY STATE 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 FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

Richard D. Lacey
RICHARD D. LACEY S.C.P.L.S. 16120

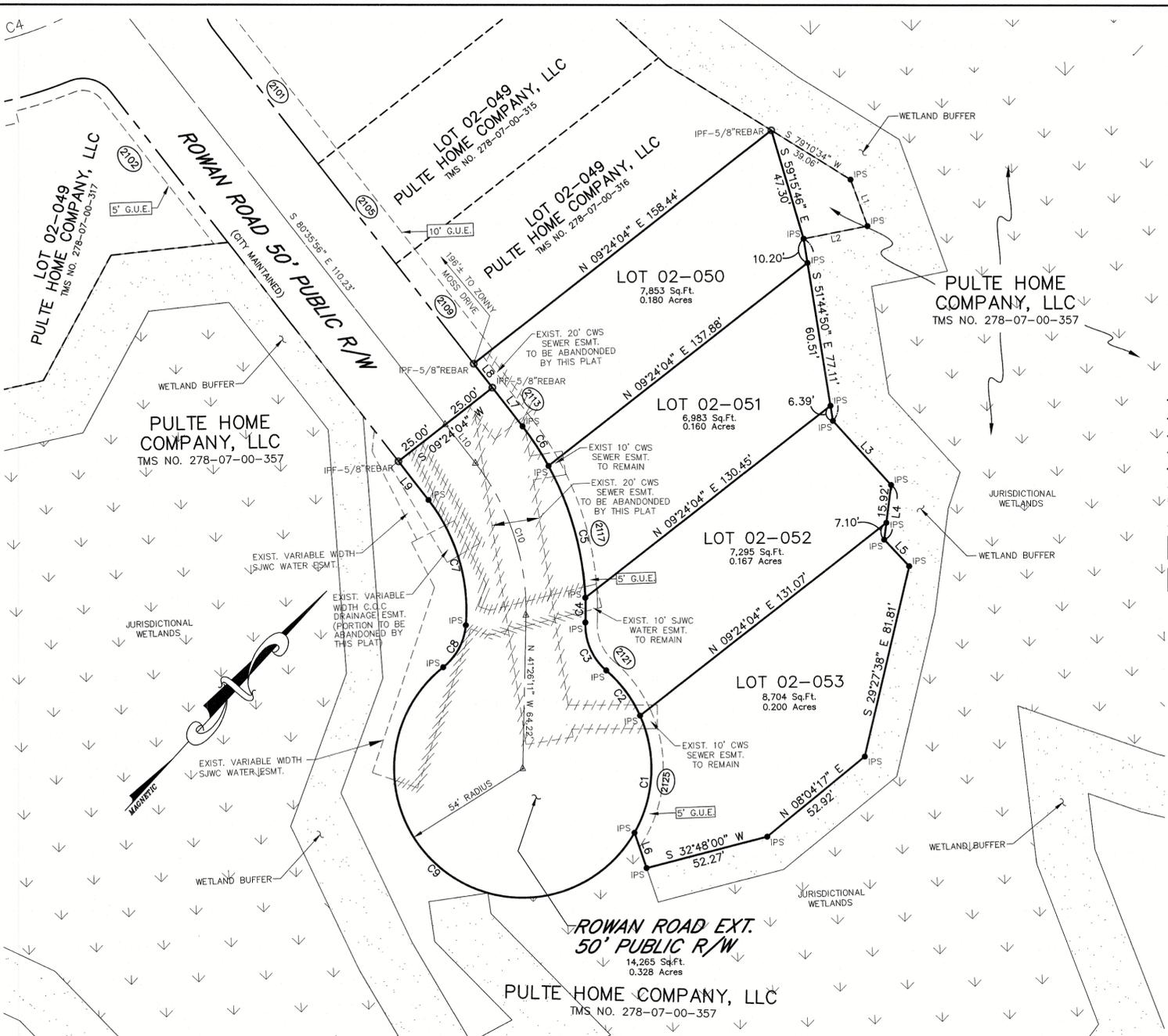
PLANNING AND ROD USE

PLANNING USE ONLY
ENGINEERING DIVISION
CITY OF CHARLESTON

DATE PLAT APPROVED _____

APPROVED BY CITY ENGINEER _____

APPROVED BY _____
FOR CITY ENGINEER



NOTES

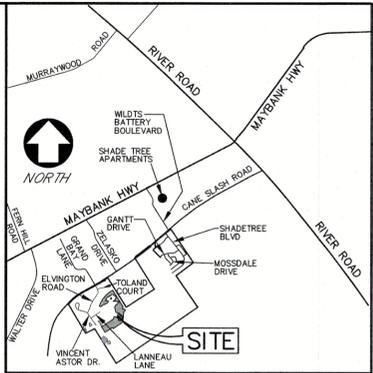
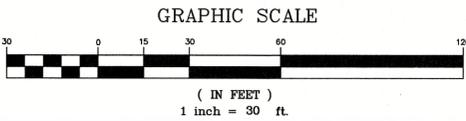
1. A PORTION OF TMS NO. 278-07-00-357.
2. AREA DETERMINED BY THE COORDINATE METHOD.
3. PROPERTY IS LOCATED IN FLOOD ZONE X AS PER FEMA MAP NUMBER 45019C0660J, COMMUNITY PANEL 455413 0660 J, EFFECTIVE NOVEMBER 17, 2004. FLOOD ZONE X HAS BEEN DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
4. NO UNDERGROUND EXPLORATION PERFORMED FOR THIS SURVEY.
5. WATER TO BE PROVIDED BY ST JOHNS WATER COMPANY INC. SEWER TO BE PROVIDED BY CHARLESTON WATER SYSTEM.
7. ALL PROPERTY CORNERS TO BE SET ARE TO BE 5/8" REBAR.
8. PHASE 2A - 4 TOTAL LOTS
LARGEST LOT - 02-053 (0.200 AC., 8,704 SF)
SMALLEST LOT - 02-051 (0.160 AC., 6,983 SF)
9. WETLANDS SHOWN PROVIDED BY ECOLOGICAL MAPPING SERVICES, LLC, AND APPROVED BY THE ARMY CORPS OF ENGINEERS DATED FEBRUARY 12, 2016 UNDER SAC-2015-00847-2JU. (EXPIRES FEBRUARY 12, 2021)
10. NO SUBDIVISION SHALL BLOCK OR OBSTRUCT THE NATURAL DRAINAGE OF ANY ADJOINING AREA. EXISTING NATURAL DRAINAGE SHALL BE MAINTAINED OR REPLACED WHERE POSSIBLE OR FEASIBLE.
11. HOA AREAS WILL BE DEDICATED TO AND OWNED BY A NEIGHBORHOOD HOMEOWNERS ASSOCIATION. (HOA)HOA AREAS ARE FOR HOA USE ONLY.
12. A 5' & 10' GENERAL UTILITY EASEMENT SHALL PARALLEL ALL RIGHT-OF-WAYS. (AS SHOWN ON THE PLAT)
13. CURRENT PROPERTY OWNER IS PULTE HOME COMPANY, LLC.

NOTES (cont.)

14. ALL OPEN SPACE/HOA AREAS SHALL BE LABELED AS RESERVED FOR OPEN SPACE/HOA ONLY AND SHALL BE OWNED AND MAINTAINED BY THE HOA UNLESS SPECIFICALLY STATED OTHERWISE.
15. JURISDICTIONAL WETLANDS APPROVED TO BE FILLED PER SAC-2015-00847. APPROVED BY THE U.S. ARMY CORPS OF ENGINEERS DATED MARCH 8, 2019.
16. THE LONG-TERM MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT FACILITY WITHIN THE OVERALL OAKFIELD SUBDIVISION IS THE RESPONSIBILITY OF THE OWNER(S) OF THE PARCEL OR TO THE HOMEOWNERS ASSOCIATION (H.O.A.) AND SHALL BE COMPLETED IN ACCORDANCE WITH THE COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES COMPLETED FOR THIS SUBDIVISION. SAID COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AGREEMENT WAS RECORDED WITH THE CHARLESTON COUNTY REGISTER OF DEEDS ON FEBRUARY 12, 2020 UNDER BOOK NO. 0860, PAGE 064.

BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, I HEREBY DEDICATE ALL ROADS, ROAD RIGHTS-OF-WAY AND EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

SIL
OWNER/REPRESENTATIVE:
PULTE HOME COMPANY, LLC



LOCATION MAP
NOT TO SCALE

LEGEND

- CMF BOUNDARY LINE & 4" x 4" CONC. MONUMENT
- IPF BOUNDARY LINE & CORNER FOUND (AS DESCRIBED)
- IPS BOUNDARY LINE & CORNER SET (5/8" REBAR)
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE (AS DESCRIBED)
- EASEMENT LINE TO BE ABANDONED BY THIS PLAT
- CENTERLINE
- WETLANDS
- WETLAND BUFFER
- HOA HOMEOWNERS ASSOCIATION
- C.O.C CITY OF CHARLESTON EASEMENT
- SJWC ST. JOHNS WATER COMPANY
- (2121) STREET ADDRESS

DEVELOPMENT SUMMARY PRIOR TO SUBDIVISION	
TMS NO. 278-07-00-357	15.122 ACRES

DEVELOPMENT SUMMARY POST SUBDIVISION	
LOT 02-050	0.180 ACRES
LOT 02-051	0.160 ACRES
LOT 02-052	0.167 ACRES
LOT 02-053	0.200 ACRES
ROWAN ROAD EXT.	0.328 ACRES
RESIDUAL	14.087 ACRES

PLAT SHOWING THE SUBDIVISION OF TMS NO. 278-07-00-357 (15.122 ACRES) INTO

LOT 02-050 (0.180 AC.), LOT 02-051 (0.160 AC.), LOT 02-052 (0.167 AC.), LOT 02-053 (0.200 AC.), ROWAN ROAD R/W EXTENSION (0.328 AC.) AND RESIDUAL TMS NO. 278-07-00-357 (14.087 AC.)

AND SHOWING THE ABANDONMENT OF (2) 20' SEWER EASEMENTS AND A PORTION OF (2) 10' SEWER EASEMENTS

PREPARED FOR
PULTE HOME COMPANY, LLC
LOCATED IN
THE CITY OF CHARLESTON,
CHARLESTON COUNTY, SOUTH CAROLINA
DATE: OCTOBER 30, 2019 SCALE: 1" = 30'

HLA SURVEYING CIVIL ENGINEERING
THE SITE EXPERTS LAND PLANNING LANDSCAPE ARCHITECTURE
29 Leinbach Drive, A2, Charleston SC 29407-6988
tel: 843.763.1166 fax: 843.763.1909 web: www.hlainc.com

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain / Andrew Jones DEPT. Stormwater Management
SUBJECT: 0318.19.067037 NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) GRANT ACCEPTANCE FOR JOHNS ISLAND RESTORATION PLAN TO IMPROVE FLOOD RESILIENCY
REQUEST: Approval to accept the National Fish and Wildlife Foundation (NFWF) Grant for Johns Island Restoration Plan to improve flood resiliency. The grant will develop a plan to reduce barriers to coastal resiliency by producing a preliminary floodplain restoration planning framework that will integrate ecological function to increase the overall resiliency of Johns Island's communities, fish and wildlife. Federal Funds-\$117,500, Local Match-\$117,500.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** September 8, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Chene LaRocca</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # *
Balance in Account * Amount needed for this item *

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Matching funds of \$117,500.00 are budgeted in the Drainage Fund.

Mayor's Signature: [Signature]
John J. Tecklenburg, Mayor

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

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 67037	2. NFWF GRANT ID: 0318.19.067037	
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 077990786	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A	
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of Charleston, South Carolina		
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION		
Sarah Fichera City of Charleston, South Carolina 2 George Street Charleston, SC 29401 Tel: 843-720-2535 ficheras@charleston-sc.gov		Amanda Crawford National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Amanda.Crawford@nfwf.org		
9. PROJECT TITLE Johns Island Restoration Plan To Improve Flood Resiliency (SC)				
10. PROJECT DESCRIPTION Reduce barriers to coastal resilience by producing a preliminary floodplain restoration planning framework that will integrate ecological function to increase the overall resilience of Johns Island's communities, fish and wildlife. Project will evaluate how and where stream naturalization, floodplain protection and enhancement, wetland restoration/creation, and other nature-based infrastructure can be used to mitigate current and likely future flood risk on the island.				
11. PERIOD OF PERFORMANCE July 1, 2020 to April 1, 2021	12. TOTAL AWARD TO SUBRECIPIENT \$117,500	13. TOTAL FED. FUNDS \$117,500	14. TOTAL NON-FED. FUNDS N/A	
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$117,500		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
National Oceanic and Atmospheric Administration	FC.R416	February 7, 2020	NA20NOS4730002	\$49,511,000	\$117,500	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (<i>Type or Print</i>)		D. NAME AND TITLE OF NFWF AWARDING OFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer			
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY		F. DATE	

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
October 31, 2020	Annual Financial Report
December 31, 2020	Interim Programmatic Report
July 1, 2021	Final Financial Report
July 1, 2021	Final Programmatic Report



SECTION 1 AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Reduce barriers to coastal resilience by producing a preliminary floodplain restoration planning framework that will integrate ecological function to increase the overall resilience of Johns Island's communities, fish and wildlife. Project will evaluate how and where stream naturalization, floodplain protection and enhancement, wetland restoration/creation, and other nature-based infrastructure can be used to mitigate current and likely future flood risk on the island.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the

Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products

does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity,

or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac;(2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3. The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

2.10. ~~Arbitration.~~

~~All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement; its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.~~

2.11. ~~Indemnity.~~

~~The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement; their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.~~

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the State of South Carolina, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the State of South Carolina. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
 - d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.

4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their 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.

4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. 43 CFR §18 New Restrictions on Lobbying.

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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) The NFWF Subrecipient 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 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.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

FC.R416

Pre-Award Matching Contributions.

The NFWF Subrecipient may begin accumulating pre-award matching contribution costs for Funding Source FC.R416 as of July 1, 2019. This pre-award waiver is only applicable to matching contributions; the NFWF Award listed on line 12 of the Cover Page of this Agreement must be expended within the period of performance listed on line 11.

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated April 30, 2019, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.330-332 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Equipment Reporting.

Equipment or supplies (aggregate supplies, not per unit) at a cost of \$5,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at coast.noaa.gov/funding/forms.html.

Handling of Environmental Data or Peer Reviewed Publications.

- a) **Data Sharing:** Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b) **Timeliness:** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) **Disclaimer:** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

- d) Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e) Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f) Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g) Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a) *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b) *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d) *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

**SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO
NON-FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

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CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Joe Swaim / Andrew Jones DEPT. Stormwater Management
 SUBJECT: HUGER-KING STREET DRAINAGE IMPROVEMENTS FEE AMENDMENT #1
 REQUEST: Approval of Fee Amendment #1 with Johnson, Mirmiran & Thompson, Inc., in the amount of \$582,970.47 for enhanced environmental construction services, pump station and force main design and general consulting services.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 8, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Joe E. Swaim</u>	<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>_____</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # 050370-58238

Balance in Account \$582,970.47 Amount needed for this item \$582,970.47

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Fee Amendment #1 will increase the Professional Services Contract by \$582,970.47 (from \$405,061.21 to \$988,031.68) Funding for this project is from the Cooper River Bridge TIF (\$1,000,000.00), South Carolina Rural Infrastructure Authority Grant (\$499,292.00) and Stormwater Operations (\$3,000).

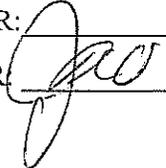
Mayor's Signature: [Signature]
 John J. Tecklenburg, Mayor

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

AMENDMENT NO. 1
TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Professional Services for Huger Street and King Street Improvement Project

INITIAL:

OWNER: _____
ENGINEER: 

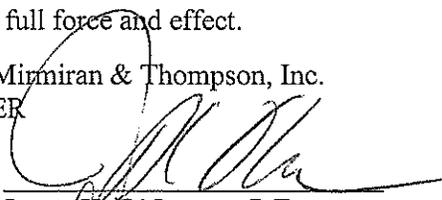
This is an Amendment to the Agreement between the City of Charleston (Owner) and Johnson, Mirmiran & Thompson (Engineer) dated July 16th, 2019 (hereafter referred to as the Agreement in the office of the Clerk of Council at City Hall, 80 Broad Street, Charleston SC). This said Amendment is effective as of _____.

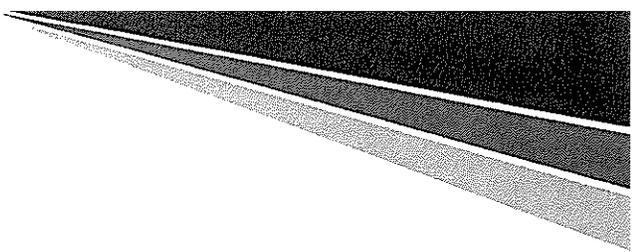
1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the compensation of the aforesaid Agreement for Construction Documents and Permitting related to the Huger & King Street Intersection Pump Station with tasks identified in Attachment A – Scope of Services dated July 15th, 2020.
2. The Engineer shall submit to the Owner itemized invoices identifying the individuals that performed services, the hourly rate for each individual, and the itemized statement of reimbursable expenses for Owner's approval. Invoices will be calculated based upon the actual effort incurred using the hourly and reimbursable expenses rate schedules.
3. Owner and Engineer agree to amend Exhibit C, Article 4, C4.03, A.1 of the Agreement in consideration of the additional services to increase the not-to-exceed fee to \$582,970.47 (which is an increase of \$582,970.47 for this Amendment 1) as summarized in the attached Exhibit Cost Summary Report for a total Contract amount of \$988,031.68.
4. In all other respects, the Agreement remains unmodified and in full force and effect.

City of Charleston
OWNER

By: _____
Name: John J. Tecklenburg
Title: Mayor
Address: P.O. Box 652
Charleston, SC 29402

Johnson, Mirmiran & Thompson, Inc.
ENGINEER

By: 
Name: James K. O'Connor, P.E.
Title: Vice/President
Address: 235 McGrath Darby Blvd., Suite 275
Mount Pleasant, SC 29464



August 4th, 2020

City of Charleston
Department of Stormwater Management
2 George St.
Charleston, South Carolina 29401

Attn: Joe Swaim, Senior Engineering Project Manager

RE: Huger and King St. Pump Station Improvement Project MSA
JMT Job No. 19-0695-000

Mr. Swaim:

Johnson, Mirmiran & Thompson (JMT) is pleased to submit our scope of services and fees for the work associated with the Huger St. and King St. Pump Station Improvements. This scope and the not to exceed fee has been prepared based on discussions with the City.

Our fees for the next Tasks under this MSA are as follows:

TASK 4: Enhanced Environmental Construction Services (S&ME)

Subtask 1: Contaminated Soil Handling Inspections during Construction of the Intersection Improvements (T&M)

Total Fee: \$10,870 (Not to Exceed)

TASK 5: Huger and King St. Pump Station and Force Main Design

- Subtask 1: Project Management & Meetings - \$48,141.66
 - Subtask 2: Civil Design (Site Plan, Force Main and Wet Pond) - \$110,526.008
 - Subtask 3: Landscape and Architectural Design (SGA / Narmour Wright Design) - \$60,174.13
 - Subtask 4: Pump Station, Intake and Discharge Structure (JMT) - \$222,504.25
 - Subtask 5: Permitting (JMT) - \$67,597.50
 - Subtask 6: Geotechnical (Soil Consultants, Inc.) - \$20,596.96
 - Subtask 7: Preliminary Noise Analysis - \$3,048.84
 - Subtask 8: Construction Support (Bidding Services Only) - \$10,717.05
- Reimbursables: \$3,794.00

Total Fee: \$547,100.47 (Not to Exceed)

TASK 6: General Consulting Services

General Consulting Services (T&M)

Total Fee: \$25,000 (Not to Exceed)

Total JMT Services	= \$497,074.97
Total Subconsultant Services	= \$85,895.50
<u>TOTAL CONTRACT VALUE</u>	= \$582,970.47 (Not to Exceed)

We will immediately notify you if we are requested to perform any task that is not within the approved scope of services. Invoices will be submitted monthly upon receiving written approval of the task order assignment.

JMT is ready to begin the assignment at once and assist the City of Charleston in meeting their schedule. We appreciate the opportunity to provide engineering and planning services. If you should have any questions regarding this proposal, please do not hesitate to contact Ryan Mattie at 843-779-3705 or RMattie@jmt.com.

Sincerely,
JOHNSON, MIRMIRAN & THOMPSON, INC.

A handwritten signature in black ink, appearing to read "James K. O'Connor". The signature is fluid and cursive, with the first name "James" and last name "O'Connor" clearly visible.

James K. O'Connor, P.E.
Vice President

cc: JMT: Mike Luning, Geoff Chenoweth, Matt Thomas, Chris Reddick, Ryan Mattie

TASK 4: Enhanced Environmental Construction Services (S&ME) (NOT TO EXCEED \$10,870)

This Task includes environmental tasks to be performed during construction activities by the contractor for the Huger and King St. intersection improvements project, which is the initial phase of the Pump Station projects scoped in Task 5. This task is proposed as a time and material basis and will be performed by S&ME as part of the construction services management and inspection provided by JMT.

SUBTASK 1: PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE PROJECT

- A. We propose to perform various environmental consulting services during construction activities for the Project. We understand our consulting services may be requested during project meetings and telephone calls with project representatives and via email correspondence and technical memoranda. We anticipate the environmental consulting services may include, but are not limited to, providing assistance to JMT and the City during coordination with the:
- The landfill regarding profiling of Excess Contaminated Soil (as defined in Specification Section 02 61 13) for disposal
 - Charleston Water System regarding discharge of Excess Contaminated Groundwater (as defined in the Specification Section 02 61 13) from dewatering activities into the existing sanitary sewer system
 - SCDOT regarding discharge of groundwater from dewatering activities into the existing stormwater system; and/or
 - SCDHEC regarding possible soil/groundwater assessment or remediation activities to be performed by others on the Project area.
- B. As part of the environmental soil and groundwater assessment being performed for the City, we will collect soil samples from the Project area for laboratory analysis of metals, volatile organic compounds (VOCs), and semivolatile organic compounds (SVOCs) by the Toxicity Characteristic Leaching Procedure (TCLP) and for Total Petroleum Hydrocarbons - Gasoline Range Organics (TPH-GRO). Upon approval of JMT and the City, we anticipate providing a copy of the TCLP and TPH-GRO laboratory testing results to the contractor for their use in profiling the soil for disposal at a landfill. We assume the landfill will accept the forthcoming TCLP and TPH-GRO laboratory testing results for profiling and disposal purposes. If the landfill requires additional characterization of Excess Contaminated Soil from the Project area for disposal, we will provide an additional proposal to conduct the additional soil characterization.
- C. As part of the environmental soil and groundwater assessment being performed for the City, we will also collect groundwater samples from the Project area for laboratory analysis of metals and petroleum-related VOCs and SVOCs. Upon approval of JMT and the City, we anticipate providing a copy of the groundwater laboratory testing results to Charleston Water System or SCDOT regarding discharge of dewatering groundwater. We assume Charleston Water System and SCDOT will accept the forthcoming groundwater laboratory testing results for discharge purposes. If Charleston Water System or SCDOT requires additional characterization of groundwater for discharge, we will provide an additional proposal to conduct the additional groundwater characterization..

SUBTASK 2: PERFORM ON-SITE OBSERVATIONS AND SUBMITTAL/DATA REVIEW AS NEEDED

- A. During Project construction activities, S&ME proposes to perform periodic, on-site observations involving management of soil and groundwater and to perform reviews of

petroleum-related soil and groundwater submittals and data collected by the contractor as may be required during the Project. The on-site observations and submittal/data reviews will be performed on behalf of JMT and the City. We will document our on-site observations and submittal/data reviews via brief letters and/or email correspondence to be submitted to JMT and the City.

Assumptions:

- 1) *The following are not included in this Task:*
 - *Soil or groundwater sampling or laboratory testing are not included in this proposal*
 - *Services associated with handling or permitting hazardous waste.*
 - *Health and safety services including, but not limited to, plan preparation, training, supervision, or compliance*
 - *Construction materials testing services; and*
 - *Geotechnical engineering services*

TASK 5: Huger and King St. Pump Station Design

Johnson, Mirmiran & Thompson (CONSULTANT) will assist the City of Charleston (CITY) by providing design and construction support services for the design of a pump station near the intersection of Huger Street and King Street. The pump station is anticipated to be located on the Housing Authority Property located at the northeast corner of the intersection. This phase of the work will include design of the pump station, adjacent wet well, force main and drainage connections to the recently designed intersection work. The construction documents will include final plans (100%), specifications/special provisions, and an engineer's opinion of probable construction cost. The plans, specifications, and estimate will be submitted to the CITY of Charleston for review and approval.

SUBTASKS TO BE PERFORMED

- SUBTASK 1: PROJECT MANAGEMENT & MEETINGS (JMT)
- SUBTASK 2: CIVIL DESIGN (SITE PLAN, FORCE MAIN AND WET WELL POND) (JMT)
- SUBTASK 3: LANDSCAPE AND ARCHITECTURAL DESIGN (SGA / NARMOUR WRIGHT DESIGN)
- SUBTASK 4: PUMP STATION, INTAKE AND DISCHARGE STRUCTURE (JMT)
- SUBTASK 5: PERMITTING (JMT)
- SUBTASK 6: GEOTECHNICAL (SOIL CONSULTANTS, INC.)
- SUBTASK 7: PRELIMINARY NOISE ANALYSIS (JMT)
- SUBTASK 8: CONSTRUCTION SUPPORT

These tasks are detailed in the following sections.

SUBTASK 1: PROJECT MANAGEMENT & MEETING (\$48,141.66)

Project goals and objectives will be determined through coordination between the CONSULTANT and the CITY. The process will include the following duties:

- B. Coordinate with the CITY's Program Manager. Arrange and attend project meetings, conferences and on-site review meetings. Prepare and distribute meeting minutes.
- C. Manage and monitor the project schedule as set forth in the contract. Keep the CITY up to date on the schedule and items that may affect the overall project schedule.

- D. Provide the CITY with a project opinion of probable construction cost.
- E. Prepare monthly invoices for CITY review, approval and payment. Review subconsultant invoices and cost submittals included for payment in monthly invoices. Monitor payments to subconsultants' services provided.
- F. Provide monthly status reports detailing the progress of the project to include milestones reached and issues encountered and satisfactorily resolved during the previous month, and updated project schedule.
- G. Provide overall management of all design efforts including the management of the CONSULTANT'S subconsultants and team members. Monitor subconsultant activities, accuracy of work, and adherence to overall project schedule and budget.
- H. Coordinate activities and design with other involved Agencies.
- I. CONSULTANT will assist the CITY with one (1) public meeting. CONSULTANT will participate and prepare the following:
 - Roll Display Plan
 - Prepare general notes of meeting (not individual comment/responses)
- J. Implement quality assurance and quality control measures to produce plans that conform to the Code of the City of Charleston and the adopted sections of the International Building Codes, NFPA 820, NFPA 70, South Carolina Department of Transportation (SCDOT) and Federal Highway Administration (FHWA) guidelines and standards.

Assumptions:

- 2) *4 CITY meetings (Kickoff Meeting, Preliminary Design Review, Final Design Review, Misc. Update)*
- 3) *SCDOT meetings.*
- 4) *1 Housing Authority Meeting.*
- 5) *1 stakeholder meetings. This will include stakeholder meetings with the properties under development. CITY to coordinate and handle logistics of the meeting, including invitations of necessary attendees.*
- 6) *1 Public Meetings. The CITY will schedule, obtain the location, advertise, and make all location accommodations.*

Deliverables:

- 1) *Monthly status reports will be provided.*
- 2) *Meeting minutes will be provided.*

SUBTASK 2: CIVIL DESIGN (SITE PLAN, FORCE MAIN AND WET POND) (\$110,526.08)

Design and Engineering

Included in this task is the development, design, and approval of the site plan, including the collection pond, and force main leaving the site in route to Newmarket Creek. This effort builds on the PDR conclusions which identified the pond location, basic elements of the site plan and the route of the force main. That document is considered to be 35% design of these elements.

65 % Design Submission

- A. The CONSULTANT will perform geotechnical investigation needed to design the pond and

- liner, support structures and design the trench for the force main (see Subtask 6).
- B. The CONSULTANT will coordinate with the City Traffic and Transportation department regarding traffic control requirements.
- C. CONSULTANT will prepare 65% complete design plans for the project. Development of plans will begin immediately after notice to proceed. The survey data collected during the initial Huger Street Stormwater Modeling and Drainage Project will be utilized to prepare the plans.
- D. CONSULTANT will establish alignments, grades, location and profiles in sufficient detail and in the appropriate format, in order to clearly illustrate significant design features of the project. The Plans will include:
- Title Sheet: A Title Sheet template will be provided by the CITY. CONSULTANT to utilize the template to generate the project specific title sheet.
 - Typical Sections: CONSULTANT will develop typical sections of the wet well and of the pump station, as necessary.
 - Site Plan will be developed indicating location of key elements, drainage features, and setbacks. The site plan will conform to City standards and TRC requirements.
 - Demolition/Excavation Plan: CONSULTANT will develop a plan to note existing improvements that need to be removed during construction. This plan will include details on excavation for the collection pond with cross section and liner details.
 - Geometric Layout: CONSULTANT will generate the geometric layout sheet that will include the survey control line and the baseline of construction.
 - Profiles (1"=5' vertical): CONSULTANT will generate the profile for discharge force main.
 - Force Main Plan Sheets (1"=20'). It is anticipated that 4 sheets will be required.
 - Wet Well Pond Plan and Cross Sections: CONSULTANT will generate cross sections every 25'. The cross sections will indicate existing ground and proposed ground.
 - The wet well pond will include an aerator/fountain.
 - Maintenance of Traffic Sheets / Traffic Control Plans: Maintenance of traffic plans will be prepared for the project. The plans will show the concept maintenance of traffic. Preliminary plans will be developed showing the signing associated with the detour route and the flagging.
- E. Representatives from the CITY and the CONSULTANT, involved in project will perform:
- (1) Design Review meeting during the preliminary design plan development. All information gathered during field investigations will be evaluated and the plans revised accordingly.
 - (2) Coordination of SUE efforts including up to 15 test holes.
- F. The CONSULTANT will identify conflicts with existing utilities and send the utility companies notice of the proposed project. The CONSULTANT will start the utility coordination process as early as possible to allow as much time as possible for the utility companies to respond.
- G. The CONSULTANT will prepare a preliminary construction opinion of probable construction cost.

Assumptions:

- 1) *The CITY to provide one round of written comments after initial submittal.*
- 2) *One Design Review while 65% plans are under development.*



- 3) *No traffic studies.*
- 4) *Pavement design will match Huger Street Streetscape Project section.*
- 5) *No transit facilities.*
- 6) *The curbing material will match the existing curb and gutter.*
- 7) *Sidewalks material will match the existing sidewalks.*
- 8) *The CITY will provide a Title Sheet electronically.*
- 9) *Flexible pavement will be proposed.*
- 10) *City will provide any studies regarding soils investigation of previously owned Coastal Railroad Right of Way.*
- 11) *No driveway profiles and curb return profiles will be developed.*
- 12) *No erosion and sediment control plans.*
- 13) *No permits will be applied during 65% Plan development.*
- 14) *Technical Specification will not be provided at 65% Submittal.*

Deliverables:

- 1) *Drainage/Stormwater Technical Report. Three (3) paper copies.*
- 2) *Ten (10) half-size sets of Preliminary Design Plans. One (1) electronic copy of all AutoCAD files upon request.*
- 3) *One (1) CD/electronic copy (PDF).*
- 4) *Opinion of probable construction cost*

95% Construction Plan Submission

- A. The CONSULTANT will further develop the Design Plans into nearly completed Construction Plans consisting of:
- Title Sheet: Update sheet for final plans
 - 95% Completed Construction Plans will incorporate design changes agreed to after review of the 65% plans and further develop the plans to construction level.
 - Technical Specifications will be prepared for required elements.
 - Additionally, the drawings will include:
 - Details of construction elements. Including outlet structure plans, foundations, energy dissipation details, downstream modifications pipe bedding and trench, valves and valve structures, intake structure, screening and station piping.
 - Geometric Layout: Update sheets for final plans.
 - Profiles (1"= 20' horizontal and 1"=5' vertical): Update sheets for final plans.
 - Stormwater (Drainage) Technical Report:
 - Proposed Drainage System Design calculations.
 - Wet Well Pond configuration and sizing.
 - Map showing type and classification of all soils expected to be encountered or used at the development site.
 - Erosion and Sediment Control calculations and summary.
 - Erosion and Sediment Control Plans, construction sequence and Details (in accordance with SC DOT Standards)
 - Maintenance of Traffic Sheets: Maintenance of traffic plans will be updated per comments

and refined roadway engineering efforts. The maintenance of traffic will be dependent upon the exact location that requires total reconstruction. It is assumed that the construction will include both flagging operations and a one-way detour to address the full depth reconstruction.

- B. The CONSULTANT will prepare the specifications book for project letting. These documents will be signed and sealed as necessary. The CITY will provide 00 – Procurement section and an example book from a previous project.
- C. The CONSULTANT will prepare a 95% opinion of probable construction cost.
- D. Signed and sealed Construction Plans shall be provided to the CITY.
- E. Representatives from the CITY and CONSULTANT will perform one (1) field reconnaissance meeting during the final construction plan development. All information gathered during these field investigations will be evaluated and plans revised accordingly.
- F. Waiver for stormwater quality and peak discharge

Assumptions:

- 1) *The CITY to provide one round of written comments after Construction Plans submittal.*
- 2) *No additional field surveys will be required.*
- 3) *The Consultant will prepare the Project Specification Book.*
- 4) *A waiver for water quality and peak flow rate will be granted or will be addressed with pump station phase.*

Deliverables:

- 1) DRC/TRC Plan Sets as required for approval
- 2) *One (1) full-size set of plans, ten (10) half-size set, and one (1) set of electronic files of Final Construction Plans and Specifications.*
- 3) *One (1) hard copy of the special provisions.*
- 4) *One (1) hard copy and (1) electronic copy of the opinion of probable construction cost.*

Bid Submission

- A. CONSULTANT will provide a Comment / Response to Final Plan Submission.
- B. CONSULTANT will address any comments provided by the CITY from the Final Plans Submission.
- C. CONSULTANT will address any comments provided by the CITY from the Final Special provisions.
- D. CONSULTANT will address any comments provided by the CITY from the Final opinion of probable construction cost.

Assumptions:

- 1) *The CITY to provide one round of written comments after Construction Plans submittal.*
- 2) *The CITY will prepare the Project Specification Book.*



Deliverables:

- 4) *One (1) original full-size set of plans, special provisions, and opinion of probable construction cost.*

SUBTASK 3: LANDSCAPE AND ARCHITECTURAL DESIGN (SGA / NARMOUR WRIGHT DESIGN)
(\$60,174.13)**Pump House Architectural Screening**

SGANW (SGA / Narmour Wright Design) will provide architectural services for design of the Enclosure Structure to screen Pump Station facing Huger Street as well as sides facing interior of the property. It is anticipated that Structure of the Enclosure will be masonry to complement the Enston William Homes historic structures. Nevertheless, to meet the set project's budget the final Materials of the Enclosure will be determined through the consultation process with City Staff of Urban Design and Preservation Division as well as DRC Staff. William Enston Homes is a Landmark property required by the Ordinance to be reviewed by the Boards. The preparation, submittal, and presentation of the required documents for Boards review are included in the services scope below.

Landscape Architecture

SGANW to provide landscape architecture services by coordinating with engineering and architecture teams to aid in the design of pond shape and layout, as well as planting to buffer said pond and pump house screen wall. The preparation, submittal, and presentation of the required documents for Boards review are included in the services scope below.

Neighborhood meetings with Enston Homes Community

- A. Execute (1) meeting w/ community prior to design to gather input from community as well as to inform, and hopefully mitigate resistance to improvements/BAR approval
- B. Execute (1) meeting with community after conceptual approval to discuss design, and to receive comments from neighborhood prior to prelim/final combined submittal

65 % Design Submission

- A. Screen wall
 - Rendered Elevations
 - Sample material images
- B. Landscape buffers for storm water pump house screening, and pond
 - Trees, shrubs, and ground cover
 - Lawns and Turf
 - Fence locations and general design aesthetic
 - Site furnishings locations (if necessary)
- C. Outline technical specifications to be included in the project manual prepared by others
- D. Prepare plans for one (1) TRC Meeting
- E. Prepare plans for one (1) Preliminary BAR Meeting, to be assembled and submitted by others
- F. Execute revisions based on feedback from BAR meeting



Assumptions:

- 1) *Attend up to three (3) project design team coordination meetings*
- 2) *Schedule one (1) final presentation meeting or conference call with the Client or Design Team to review Schematic Design Package*
- 3) *Attend and present at one (1) TRC meeting*
- 4) *Attend and present at one (1) Preliminary BAR meeting*

95 % Design Submission

- A. The CONSULTANT will further develop the Design Plans into nearly completed Construction Plans consisting of:
 - Hardscape Construction and Materials Plan
 - Construction Layout Plan
 - Construction & Site Details
 - Planting Plan
 - Plant Schedule and Details
 - Site furnishing Schedule and Details (if necessary)
 - Irrigation Plan
- B. Coordinate the preparation of Construction Documents as produced by Design Team consultants as part of a comprehensive Construction Bid Package prepared by others.
- C. Provide written technical specifications to be included in the project manual.
- D. Prepare plans for one (1) Design Review Committee (DRC) Meeting.
- E. Attend and present at one (1) Preliminary DRC meeting.
- F. Prepare plans for one (1) combined Preliminary/Final BAR Meeting.
- G. Execute revisions based on feedback from BAR/TRC/DRC meetings.

Assumptions:

- 1) Attend up to three (3) project design team coordination meetings
- 2) Schedule one (1) final presentation meeting or conference call with the Client or Design Team to review Schematic Design Package
- 3) Attend and present at two (2) TRC meetings
- 4) Attend and present at two (2) Preliminary/Final BAR meetings

SUBTASK 4: PUMP STATION, INTAKE AND DISCHARGE STRUCTURE (\$222,504.25)**Design and Engineering**

Included in this subtask is the design, engineering, and approval of the Pump Station, Intake and Discharge Structure, electrical infrastructure, and controls. This effort builds on the PDR conclusions which identified the style and basic elements of the structures and their functions and operations. That document was considered to be 35% design of these elements.

Facility control design and engineering include development of process and instrumentation diagrams (P&IDs), sequences of operation, control panel exterior device layout, specification of panel construction requirements, and specification of facility instrumentation devices. Coordination of the interface of this facility with the City's Supervisory Control and Data Acquisition System is also included.

Electrical infrastructure design and engineering includes development, design, and approval of the incoming utility service, electrical distribution equipment, site lighting, and site surveillance. Provisions for connection of a portable and temporary generator, provided outside of this project, are also included.

Structural design and engineering includes the development of plans and specifications for the new Huger Street Pump Station. Based on the report dated May 5, 2020 by JMT, the control structure will consist of approximately 1,000 square feet elevated platform open-air structure with no roof and no exterior walls. The structure will be designed to accommodate a future horizontal expansion for additional pumping equipment.

Design Criteria

The following standards will be used throughout the design process:

- Code of the City of Charleston
- Code of Ordinances - City of Charleston
- International Code Council (ICC) - South Carolina
- ASHRAE 90.1-2007
- National Fire Protection Association (NFPA)
 - NFPA 70-2017 National Electrical Code
 - NFPA 820-2016 Standard for Fire Protection in Wastewater Treatment and Collection Facilities
- Hydraulic Institute Standards – Latest Edition
- International Society of Automation (ISA)
 - ISA 5.1 Instrumentation Symbols and Identification
 - ISA S71.01 Environmental Conditions for Process Measurement and Control Systems: Temperature and Humidity
 - ISA TR20 Specification Forms for Process Measurement and Control Instruments

65 % Design Submission

JMT will perform the following tasks for 65% submission:

General Design and Engineering

- A. Perform preliminary layouts and sizing of all structural, electrical elements, control systems, and pump and piping layouts.
- B. Prepare draft final pump selection and hydraulic layout for final approval by the CITY. Layout to include 2 submersible pumps capable of discharging flow as per the accepted PDR as amended. Configuration will include shut off and check valves. The station will incorporate expandable elements so ease future expansion of the station.
- C. Prepare a draft final plan of the intake and pump structure depicting preliminary layout and details.
- D. Technical specifications will be prepared only for major equipment at this phase. Complete outline specifications (Front-end, Division 00, specifications will not be included). Specifications will be developed based on the Construction Specifications Institute (CSI), three-part format.
- E. Prepare an Opinion of Probable Construction Cost estimate consistent with the level of the submission.

Control Systems Design and Engineering

- F. The CONSULTANT will provide process and instrumentation diagrams of the stormwater pumping system from the intake pond, through the intake structure, and to the termination of the discharge structure. All piping sizes, instrumentation and devices, valves, and equipment will be depicted.
- G. The CONSULTANT will size and specify the following control devices, instrumentation, and valves to accommodate the pump station operational sequence. ISA datasheets applicable to the design will be utilized to facilitate communication of device design with the contractor.
 1. Pond level instrumentation including level transmitters and switches.
 2. Pond aerator/fountain system operational and alarm instrumentation. The pond aerator/fountain system is expected to be a packaged assembly which will be integrated with the control system.
 3. Pump status devices exterior to the variable frequency drives.
 4. Automated isolation valves at pump discharge including motorized actuator and associated instrumentation.
 5. Pressure devices including transmitters and gauges.
 6. Electrical and control equipment temperature monitoring devices.
 7. Ventilation and temperature management of control panels will be provided through panel mounted air-conditioning units. The team will investigate a prepackaged electrical and control enclosure which contains air-conditioning equipment which serves all enclosed panels.
- H. The CONSULTANT will prepare a control device list and control point input/output list in excel format for indication of control device design intent and communication protocols.
- I. The CONSULTANT will establish instrument location, mounting, and elevation in sufficient detail and in the appropriate format to clearly illustrate significant design features of the project. The

Control System Plans will include:

1. Control Device Plan: CONSULTANT will develop typical plans of the pump station identifying physical location of the devices.
 2. Control Device Sections/Part Plans: CONSULTANT will develop typical sections and part plans of the pump station, as necessary, to communication mounting heights or special site features important to the bidding of the project relative to controls. Wet well and pond cross sections developed as part of their design will be utilized.
 3. Process & Instrumentation Diagrams (P&IDs): CONSULTANT will develop diagrams for flow direction, pipe sizing, and instrumentation layout.
 4. Control Detail Sheets: CONSULTANT will develop control device and instrumentation hook-up and installation details.
 5. Control Panel Details: CONSULTANT will develop control panel exterior layout elevations.
- J. The CONSULTANT will provide design and coordination of connection to and communication with City of Charleston Supervisory Control and Data Acquisition (SCADA) system for remote monitoring.

Electrical Design and Engineering

- A. The CONSULTANT will provide the appropriate service request forms to the local electric utility for providing new electric service to the project site.
- B. The CONSULTANT will size the following electrical distribution equipment to accommodate the pump station and site loads. The PDR indicated that electrical equipment shall be in outdoor rated enclosures and that equipment with sensitive electronics shall have an independent air conditioning unit. This is the current intent, but JMT will investigate the utilization of a custom air-conditioned enclosure to house all electrical equipment:
 1. Manual transfer switch with generator quick connectors.
 2. Main switchboard/switchgear.
 3. Panelboards.
 4. Low-voltage dry-type transformer(s).
 5. Variable frequency drives (VFDs).
 6. Roll-up temporary generator.
 7. Ventilation and temperature management of electrical panels will be provided through panel mounted air-conditioning units. The team will investigate a prepackaged electrical and control enclosure which contains air-conditioning equipment which serves all enclosed panels.
- C. CONSULTANT will prepare site plans showing site lighting, surveillance cameras, incoming electric service, and space for Owner provide roll-up temporary generator.
- D. CONSULTANT will provide floor plans showing electrical equipment layouts and code clearances, platform lighting and controls, and surveillance cameras.
- E. CONSULTANT will provide preliminary site and floor plan lighting photometric plans indicating foot-candle measurements and light pollution at the property lines.
- F. CONSULTANT will develop a single line diagram of the electrical system indicating all major pieces of distribution equipment, roll-up temporary generator, VFDs, and associated circuiting.

- G. CONSULTANT will provide details and panel schedules commensurate to the level of design.

Structural Design and Engineering

- A. CONSULTANT will perform the structural design to conform to the referenced design criteria.
- B. CONSULTANT will prepare a plan of the structure depicting preliminary layout and details.
- C. 65% structural plans to include:
1. General Note(s): Showing the title and location of the project along with related data and notes and general plan notes.
 2. Special Inspection(s): Tables showing the special inspection requirements for the project.
 3. Floor Plan: Floor plan showing the layout and sizes of structural elements.
 4. Detail Sheet(s): Illustrating the primary construction and installation details for the proposed structure.

Assumptions:

- 1) *The CITY to provide one round of written comments after initial submittal.*
- 2) *One Design Review while 65% plans are under development.*
- 3) *The CITY will provide a Title Sheet electronically.*
- 4) *No permits will be applied during 65% Plan development.*
- 5) *The CITY is responsible for procuring the roll-up temporary generator. CONSULTANT will only provide minimum sizing requirements.*
- 6) *The CITY will provide SCADA connection requirements and head end programming/graphics creation for remote monitoring. The CONSULTANT will provide design for connection/interface to facility.*
- 7) *Point-to-point wiring diagrams for panel construction and panel construction design and layout will not be provided by CONSULTANT. Requirements will be prepared in specification format as a delegated design by a UL Listed Panel Shop.*
- 8) *The CONSULTANT assumes that the project will be completed using Conventional Construction methods.*
- 9) *Intake and outlet structures will be reinforced concrete design. Foundations will be based on Geotech report prepared as part of this task.*
- 10) *Access to pump floor and electrical elements will be via an elevated platform. No building is proposed as part of this effort.*
- 11) *The foundation system will be micro piles.*
- 12) *Construction will be either open web steel joist or wide flange steel beams.*

Deliverables:

- 1) *Three (3) full-size sets of plans.*
- 2) *Two (2) sets of specifications.*
- 3) *Opinion of probable construction cost estimate.*
- 4) *One (1) electronic copy (PDF) of plans, specification, and estimate.*

95% Design Submission

JMT will perform the following tasks for 95% submission:

General Design and Engineering

- A. The CONSULTANT will prepare final layouts and sizing of all structural, electrical elements, control systems, and pump and piping layouts.
- B. The CONSULTANT will prepare finalize pump selection and hydraulic layout. Layout to include 2 submersible pumps capable of discharging flow as per the accepted PDR as amended. Configuration will include shut off and check valves. The station will incorporate expandable elements so ease future expansion of the station.
- C. The CONSULTANT will prepare a final plan of the intake and pump structure depicting preliminary layout and details.
- D. The CONSULTANT will provide final structural layout and detail plans including rebar arrangement and connections.
- E. The CONSULTANT will prepare an Opinion of Probable Construction Cost Estimate consistent with the level of the submission.
- F. The CONSULTANT will further develop the Design Plans consistent with the level of the submission including:
 - Title Sheet: Update sheet for final plans.
 - 95% Construction Plans will incorporate design changes agreed to after review of the 65% plans and further develop the plans to construction level.
 - Signed and sealed Construction Plans shall be provided to the CITY by the CONSULTANT.
- G. The CONSULTANT will prepare the specifications book for project letting per CSI, three-part format. Technical Specifications for major equipment will be adjusted based on further design efforts and CITY comments. Specifications will be prepared for remaining required elements. The CITY will provide Division 00 – Procurement sections and an example book from a previous project.
- H. The CONSULTANT will respond to all 65% plan review comments provided by the CITY.
- I. The CONSULTANT will coordinate building design with the City of Charleston Building Inspections Office for compliance with local codes and ordinances as a building permit application. Any architectural, structural, mechanical, electrical, and plumbing/fuel gas plans, if applicable, will be signed and sealed by licensed design professionals in South Carolina when the application is filed. No more than 2 submittals will be made. JMT will no acquire building permit.

Assumptions:

- 1) *The CITY to provide one round of written comments after 65% submission review.*
- 2) *No additional field surveys will be required.*
- 3) *A waiver for water quality and peak flow rate will be granted or will be addressed with pump station phase.*
- 4) *The CONSULTANT is only submitting for code review and acceptance of the plans and specifications relative to the permitting process. Contractors will be responsible for final application submission, payment, and pickup of the permit upon award of the construction contract.*

Deliverables:

- 1) *Three (3) full-size sets of plans.*
- 2) *Two (2) sets of specifications.*
- 3) *Opinion of probable construction cost estimate.*
- 4) *One (1) electronic copy (PDF) of plans, specification, and estimate.*
- 5) *Submission of plans and specifications to the City of Charleston building code review office.*

Bid Submission

- A. CONSULTANT will provide a Comment / Response to Final Plan Submission.
- B. CONSULTANT will address any comments provided by the CITY from the Final Plans Submission.
- C. CONSULTANT will address any comments provided by the CITY from the Final Opinion of Probable Construction Cost Estimate.

Assumptions:

- 1) *The CITY to provide one round of written comments after Construction Plans submittal.*
- 2) *The CITY will prepare the Project Specification Book.*

Deliverables:

- 1) *One (1) original full-size set of plans, special provisions, and estimate.*

SUBTASK 5: PERMITTING (\$67,597.50)

CIVIL

Per discussions with the CITY, the majority of the project will take place within outside the SCDOT ROW and will require signification coordination and permitting through SCDOT and DHEC. The following outlines the process for civil permitting within the SCDOT ROW as well as the land disturbance permitting required through the CITY for the portions of the project which extend past the ROW.

- A. NPDES Permitting:
 - a. Prepare and submit C-SWPPP to SCDOT
 - b. Prepare and submit the NOI to DHEC / SCDOT for review.
 - c. Prepare and submit to SCDHEC OCRM for Coastal Zone Consistency Certification



- (CZC).
- d. Prepare and submit OS-SWPPP for the Contractor.
- e. Two (2) review submissions to the County.
- f. Operation and maintenance recording and coordination with SCDOT.
- B. SCDOT Encroachment Permit
- C. City of Charleston Land Disturbance Permit
 - a. A small construction activities application is anticipated for this project since the SCDOT ROW
- D. City of Charleston TRC Process (or Additional CITY coordination):
 - a. Prepare and submit TRC application package for CITY review
 - b. Attend TRC meetings as required
 - c. Plan revisions to address comments
- E. City of Charleston DRC Process:
 - a. Prepare and submit DRC application package for CITY review
 - b. Attend DRC meetings as required
 - c. Plan revisions to address comments

ENVIRONMENTAL

- A. Agency approval of wetlands limits
 - a. Prepare and submit for Critical Area Line Establishment
 - b. Prepare and submit a Jurisdictional Determination Request (if needed)
- B. Regulatory Agency Pre-application Meeting
- C. Wetlands Permitting
 - a. Prepare and submit USACE Nationwide Permit 7 Application
 - b. Prepare and submit SCDHEC-OCRM Critical Area Permit
 - i. Prepare a Mitigation credit purchase Plan

Assumptions:

- 1) *Project will meet the USACE & 401 WQC conditions of NWP 7, including the transition to the 2022 NWP program.*
- 2) *City provides Affidavit of Ownership.*
- 3) *City provides property deeds.*
- 4) *NOAA-NMF, USFWS, SCDNR, SHPO will generally accept the project as proposed.*
- 5) *No contamination is documented within the proposed area ground disturbing activities.*
- 6) *Mitigation will be accomplished via credit purchase (direct credit purchase by City).*
- 1) *\$1,500 is included in our fee (\$1,000 OCRM CAP fee and \$500 budget for newspaper notice). City Pays permitting and public notice fees in excess of these assumptions.*

Deliverables:

- 1) *Critical Area Line Established, wetlands delineation*
- 2) *DHEC-OCRM Critical Area Permit & CZC*
- 3) *USACE Nationwide Permit 7*
- 4) *NPDES & CZC*

SUBTASK 6: GEOTECHNICAL (SOIL CONSULTANTS, INC. (SCI) & S&ME)
(\$20,596.96)

The CONSULTANT will perform the following as part of this Task

Geotechnical scope of services includes:

1. SCI will perform seven standard penetration test (SPT) soil borings within the proposed construction areas at the site. Five of the borings would be advanced to depths of approximately 75 feet, and two of the borings would be advanced to depths of approximately 20 feet. Boring depths may be adjusted as appropriate based on soil conditions encountered.

In accordance with South Carolina state law, SCI will notify SC811 about the proposed drilling so that existing underground public utilities can be located prior to performing the borings. Drilling will be performed using mud-rotary methods, and SPT sampling typically will be performed at 2½-foot intervals from the ground surface to 20 feet and every 5 feet thereafter to the depths of the borings. Portions of the recovered samples will be visually classified in the field and will be returned to our laboratory. After completion of drilling, the boreholes will be backfilled with cuttings generated by drilling operations.

2. Laboratory testing will be performed on samples selected by the SCI to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, fines content, Atterberg liquid and plastic limits, and consolidation testing.
3. Using the results of the field and laboratory testing, SCI will perform engineering analyses and issue our engineering report prepared by a professional engineer that will include:
 - a. Descriptions of field exploration and engineering analysis
 - b. Exploration plan that depicts borehole locations at the site
 - c. Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D2487)
 - d. Laboratory test results
 - e. Generalized site stratigraphy developed from field and laboratory data
 - f. Seismic analysis in accordance with the International Building Code (2018 Edition), including site classification, seismic design parameters (general procedure), identification of potentially liquefiable soils, and estimation of liquefaction-induced settlement
 - g. Recommendations for shallow foundations and/or deep foundations, as appropriate, including allowable bearing pressure and foundation depth for shallow foundations and bearing capacity and recommended embedment depths (up to two different pile types/sizes) for deep foundations
 - h. Recommendations for pipeline support
 - i. Lateral pile analysis using the LPILE 2019 software program
 - j. General recommendations for site preparation, excavations, and backfill
4. S&ME will Provide environmental-related opinions and recommendations regarding specific stormwater pump station discharge pipe construction techniques where the planned pipe crosses



the Lowcountry Lowline transportation corridor. S&ME is currently performing a soil and groundwater assessment of the planned Lowcountry Lowline transportation corridor for the City of Charleston. The Lowcountry Lowline corridor is a former Norfolk Southern railroad located between King and Meeting Streets. At this time, pipe installation construction techniques being considered include open cut and directional boring. S&ME will use the assessment data collected on the Lowcountry Lowline corridor and construction technique information provided by the design team to formulate opinions and recommendations.

Assumptions:

- 1) *We assume soil boring locations would be accessible using our standard drilling equipment.*
- 2) *We assume there are no private underground utilities that would not be marked by SC811 within the area of the proposed structures and piping.*
- 3) *We assume that soils are not contaminated and that only standard personal protective equipment including hard hats, safety toe boots, safety glasses, and gloves will be required to perform the requested work.*
- 4) *We assume that soil cuttings can be disposed of at the ground surface adjacent to the boring locations and that boreholes do not require grouting to prevent vertical migration of contaminated soils.*
- 5) *We assume that seismic design parameters can be determined using the general procedure discussed in the IBC and that a Site-Specific Seismic Analysis will not be required for this project. Additional fees would apply if a Site-Specific Seismic Analysis is required*
- 6) *Deep foundations are not required for the force main piping.*

Deliverables:

- 1) *Geotechnical Engineering Analysis & Report including foundation design and recommendations.*

SUBTASK 7: PRELIMINARY NOISE ANALYSIS (\$3,048.84)

The CONSULTANT will perform the following task

HUD Noise Abatement and Control

1. CONSULTANT will perform a Housing of Urban Development (HUD) Noise Abatement and Control study for new construction of a pump station on an easement located on the William Enston Homes property owned by the Housing Authority of the City of Charleston. HUD noise standards may be found in 24 CFR Part 51, Subpart B. For proposed new construction in high noise areas, the project must incorporate noise mitigation features.
2. Sites who's environmental or community noise exposure exceeds the day night average (DNL) of 65 decibels (dB) are considered noise-impacted areas. For new construction that is proposed in high noise areas, grantees shall incorporate noise attenuation features to the extent required by HUD environmental criteria and standards contained in Subpart B (Noise Abatement and Control) of 24 CFR Part 51. The interior standard is 45 dB.
3. CONSULTANT will identify potential noise generators in the vicinity of the project, which include a review of general location maps and/or conduct a field review to screen for major roadways (within 1,000 feet), railroads (within 3,000 feet) and military or FAA-regulated airfields (within 15 miles) in the vicinity of the project. Once a site DNL has been determined by the CONSULTANT, noise levels from proposed submersible pumps and onsite generators will be incorporated into the over site noise levels.

Assumptions:

- 1) *If the analysis using the HUD defined process and calculator yields results that create an unfavorable noise condition, further study, and measurement of noise levels in the field may be required and would constitute a change order.*
- 2) *Manufacturers will provide estimated noise levels (dB) for submersible pumps and onsite generators.*
- 3) *Noise levels generate from nearby roadways, railroad, and airfields, combined with those provided by the manufacturers will not exceed the 65 dB.*
- 4) *Any additional surveys required that are outside what can be found in the HUD Noise Guidebook or applied to the HUD Day/Night Noise Level Electronic Assessment Tool (DNL Calculator).*
- 5) *HUD Barrier Performance Module is excluded due to considerations that the model is only used when the noise levels exceed 65 dB, which is outside of this scope.*

Deliverables:

- 1) *Memorandum discussing results of noise analysis; including mathematical equations showing how the dB was derived and the DNL Noise Calculator results.*

SUBTASK 8: CONSTRUCTION SUPPORT (\$10,717.05)**A. CONSULTANT will assist the CITY during the Bidding Phase including:**

- Attend Pre-Bid Conference
- Respond to Contractor questions. Contractor questions will be reviewed for compliance
- with the intent of plans, specifications, and contract provisions. JMT will provide a letter of recommendation and/or comments as appropriate to the CITY.

REIMBURSABLE COSTS (\$3,794.00)

These costs include printing, mileage, parking, meals and lodging in addition to the specific items below:

Wetland Permitting Fees: \$1,500

Notice of Intent (NOI) Submission Fee: \$250

Assumptions:

- 1) *Reimbursables do not cover wetland mitigation, or other environmental impact, fees, if required.*

TASK 6: General Consulting Services (Not to Exceed \$25,000)

Per discussions with the City, this task has been added to address scope changes which may arise during design or construction of the intersection improvements related to this pump station. Fees and Rates will be agreed upon should the need for these services arise. This task is only to be used as authorized by the City should the need arise.

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Benjie Smith / Andrew Jones DEPT. Stormwater Management
 SUBJECT: WINDERMERE NEIGHBORHOOD DRAINAGE IMPROVEMENT PROJECT – PHASE 1 PROFESSIONAL SERVICES CONTRACT
 REQUEST: Approval of a Professional Services Agreement with Thomas & Hutton Engineering Co. in the amount of \$119,600.00 for the conceptual design phase of the project which will include a study, conceptual design of phase 1 (conceptual layout and opinion of probably cost), and project management & coordination.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 8, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Umy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Benjie Smith</u>	<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # 050372-58238

Balance in Account \$119,600.00 Amount needed for this item \$119,600.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Umy Wharton

FISCAL IMPACT: This Professional Services Contract will obligate \$119,600.00 of the project budget. Funding for this project is coming from the Drainage Fund.

Mayor's Signature: [Signature] John J. Tecklenburg, Mayor

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

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving thirty days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt of an invoice approved by the City. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's approved invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In addition, ENGINEER may, after giving thirty days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest shall accrue on the disputed or contested amounts of the invoice that are withheld from payment.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. Termination for convenience by OWNER as per paragraph 6.06: OWNER reserves the right to terminate this Contract when it is in the best interests of OWNER, including but not limited to the non-appropriation of funds. If the Contract is so terminated, OWNER shall provide the ENGINEER with thirty (30) days written notice. Neither OWNER nor ENGINEER shall be entitled to any costs or damages resulting from termination under this section.

3. Termination for default of ENGINEER by OWNER as per paragraph 6.06: If the ENGINEER fails to comply with the terms of the Contract, OWNER shall notify the ENGINEER in writing with the specifics regarding such noncompliance. If the ENGINEER fails to cure the noncompliance within fifteen (15) days of the notice, OWNER shall terminate this Contract by written notice to the ENGINEER within thirty (30) days thereafter. ENGINEER shall not be entitled to any costs or damages resulting from termination under this section.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept for three years from the date of final completion. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. If the lowest bona fide proposal or bid exceeds the final opinion of probable construction cost by more than 10%, the ENGINEER shall without additional charge to the OWNER, cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within 10% of the final opinion of probable cost. The ENGINEER's responsibility shall also include negotiation with the lowest bonafide proposer or bidder and reprinting costs associated with the effort.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER or OWNER.

D. ENGINEER and OWNER shall comply with applicable Laws and Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear reasonable costs incident thereto so as not to unreasonably delay the services of ENGINEER unless such decisions or other responsibilities are the responsibility of the ENGINEER, in which case, such costs incident thereto shall be the responsibility of the ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Notwithstanding the foregoing, if ENGINEER becomes aware that the Contractor is failing to perform its responsibilities, ENGINEER shall promptly notify OWNER of such failure by the Contractor.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. Notwithstanding the foregoing, if ENGINEER becomes aware that the Contractor is failing to furnish and perform the Work in accordance with the Contract Documents, ENGINEER shall promptly notify OWNER of such failure by the Contractor.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER and OWNER.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. To the extent permitted by law, such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design Without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be limited to those outlined in this Contract, as amended.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation and waives any claims against the ENGINEER that may be in any way connected to the interpretation of the Contract Documents and for construction observation.

6.04 Use of Documents

A. All Documents are instruments of service with respect to the Project, and upon payment therefor, OWNER shall retain an ownership and property interest therein whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall be responsible to maintain documents stored in electronic media format after acceptance by OWNER for a period of three years from the date of Owner's acceptance.

E. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." ENGINEER shall cause Engineering Consultants to procure and maintain like insurance as set forth in Exhibit G, "Insurance".

B. ENGINEER shall deliver to the OWNER certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

C. At any time, OWNER may request that ENGINEER provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER or OWNER:

1) upon seven days written notice if ENGINEER or OWNER believes that ENGINEER/OWNER is being requested by the other party to furnish or perform services contrary to the other party's responsibilities pursuant to this Agreement; or

2) upon seven days written notice if the ENGINEER's services or OWNER'S responsibilities for the Project are delayed or suspended for more than 90 days for reasons beyond the other party's control.

3) ENGINEER and OWNER shall have no liability to the other party on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER or by ENGINEER effective upon the receipt of notice by the Owner.

B. The terminating party under paragraphs 6.05.A.1 or 6.05.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the laws of the State of South Carolina with venue lying in Charleston County Court of Common Pleas.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C may appear, if inserted by the ENGINEER, in future Construction Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of a dispute prior to exercising their rights under this Agreement or under law.

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision to the extent possible.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.
3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.
7. *Bid*--The offer or proposal of the bidder(s) submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.
10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.
11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.
12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the

Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. Total Project Costs--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. Work--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER's Services," consisting of 6 pages.
- B. Exhibit B, "OWNER's Responsibilities," consisting of 2 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.
- D. Exhibit D is intentionally omitted
- E. Exhibit E, "Notice of Acceptability of Work," consisting of 1 page.
- F. Exhibit F is intentionally omitted.
- G. Exhibit G, "Insurance," consisting of 1 pages.
- H. Exhibit H, Attachment to Exhibit A, Scope of Services

8.02

Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above), Exhibit H, the Scope of Services, and Attachment B, Standard Hourly Rates for Additional Services, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: John J. Tecklenburg

Title: Mayor

Date Signed: _____

Address for giving notices:

City of Charleston, Department of Public Service

75 Calhoun Street

Charleston, South Carolina 29401

ENGINEER:

By: Tony Woody, P.E.

Title: Vice President

Date Signed: 8.20.2020

Address for giving notices:

Thomas & Hutton Engineering Co.

682 Johnnie Dodds Blvd., Suite 100

Mt. Pleasant, SC 29464

Designated Representative (paragraph 6.02.A):

Matthew Fountain, PE, PG

Title: Director of Public Service

Phone Number: (843) 724-3754

Facsimile Number: (843) 973-7261

E-Mail Address: fountainm@charleston-sc.gov

Designated Representative (paragraph 6.02.A):

Richard P. Karkowski, PE, PH, CPSWQ, D.WRE

Title: Principal

Phone Number: 843-849-0200

Facsimile Number: 843-849-0203

E-Mail Address: karkowski.r@tandh.com

This document is based on the standard document prepared by the **ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE** but has been **MODIFIED** to address particular aspects of the project and the contracting requirements of the **City of Charleston**. Consultation with an attorney is encouraged.

A1.02 *Preliminary Design Phase*

A. After acceptance by OWNER of the Deliverables, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys, topographic/utility mapping, and geotechnical investigations for design purposes. Utility mapping will be based upon information obtained from utility owners by the Engineer.
3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
5. Perform or provide the Preliminary Design Phase tasks or deliverables as described in Exhibit H.
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
7. Submit to OWNER two (2) review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost.
8. Receive and address Owner comments.
9. Incorporate review comments into preliminary documents and resubmit two (2) copies each of the Deliverables to Owner for final approval.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to and accepted by OWNER.

A1.03 *Final Design Phase*

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities and utility companies.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
4. Perform or provide the Final Design Phase tasks or deliverables as described in Exhibit H.

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents. Incorporate Owner's review comments into bidding documents.

6. Submit two (2) final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER.

7. Prepare submittal packages and/or permit applications for the reviews, approvals, and permits from governmental authorities having jurisdiction to approve the phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project as described in Exhibit H. Provide additional information, data, and response to comments as needed in pursuing the reviews, approvals and permits.

B. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is two (2).

C. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER with all comments incorporated.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the Bidding or Negotiating Phase tasks or deliverables as described in Exhibit H.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals in accordance with Article 5, Paragraph 5.02 Opinions of Total Project Cost and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR) if authorized in writing by the OWNER.* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid. Notwithstanding the foregoing, if the ENGINEER is aware that Contractor is not performing in accordance with this section, ENGINEER shall promptly notify OWNER of such non-performance.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

a. Prepare and submit record drawings showing all changes and provide to the OWNER.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

19. *Revisions to Drawings and Specification.* Provide services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award if the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project and will terminate upon written recommendation by ENGINEER for final payment to Contractor. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents. Notwithstanding the foregoing, if ENGINEER is aware that Contractor has failed to meet certain requirements contained in the Contract Documents, ENGINEER shall promptly notify OWNER.

A1.06 *Post-Construction Phase*

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.

2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.

3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services that are not required by Exhibit A, or Exhibit H which required an approved contract amendment

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project unless otherwise provided in Basic Services.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Conceptual Design Phase alternative solutions beyond those previously identified.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement paragraph 5.02.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5 and any type of property surveys or related engineering services needed for the transfer of interests in real property if not provided by OWNER; and providing other special field surveys.
16. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
17. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project unless the service is required as a result of an error or omission or breach of this agreement by the ENGINEER or its officers, directors, partners, employees, or consultants.
20. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
21. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

G. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

H. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

I. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

J. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

K. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER and render decisions in a timely manner pertaining thereto.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____,

Initial:

OWNER _____
ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope --Lump Sum Method of Payment*

A. OWNER shall pay ENGINEER as follows:

1. A Lump Sum amount of \$82,200 based on the following assumed distribution of compensation:

a. Study and Conceptual Design Phase \$82,200

2. A Time & Expense (T&E) amount of \$37,400 based on the following assumed distribution of compensation:

a. Project Management and Coordination \$37,400

3. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum as approved by OWNER.

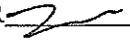
5. Upon completion of the Conceptual Design Phase, the ENGINEER and OWNER may agree to negotiate in good faith the scope of services, method of payment, amount of payment, and contract time for the Preliminary Design, Final Design, Bidding & Negotiation, Construction and Post-Construction Phases.

C4.02 *For Additional Services*

A. If the OWNER authorizes a Change Order, Work Change Directive, Contract Amendment, etc., authorizing the ENGINEER to furnish or obtain from others additional services that are not required by this Contract, Exhibit A or Exhibit H, the OWNER and ENGINEER shall negotiate in good faith a fair adjustment to the Lump Sum amount for the Owner authorized additional services.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____,

Initial:

OWNER _____
ENGINEER  _____

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Windermere Neighborhood Drainage Improvement Project – Phase 1

OWNER: City of Charleston

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER: Thomas & Hutton Engineering Co.

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By: _____

Title: _____

Dated: _____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated _____, _____.

Initial:

OWNER _____
ENGINEER 

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident:	\$600,000.00
2) Disease, Policy Limit:	\$600,000.00
3) Disease, Each Employee:	\$600,000.00
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000.00
2) General Aggregate:	\$2,000,000.00
d. Excess or Umbrella Liability --	
1) Each Occurrence:	\$4,000,000.00
2) General Aggregate:	\$4,000,000.00
e. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	\$1,000,000.00
2) Property Damage:	
a) Each Accident	
[or]	
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000.00
f. Other (specify):	
Professional Liability (errors and omissions)	\$2,000,000.00

B. *Additional Insureds*

1. The OWNER shall be listed on ENGINEER'S General Liability Policy.

Study and Conceptual Design Phase

1.1 Study

1.1.a Data Collection

The Consultant will develop a project database consisting of readily available geographical data and historic information available for the project area. The project area is defined as the Windermere East and South Windermere Basins, as generally identified in the 1984 *Master Drainage and Floodplain Management Plan for City of Charleston*. It is anticipated the geographical data will consist of the following:

- Digital Elevation Model
- Contours
- Parcels
- Roads
- Land Use
- Soils
- Utilities – water and sewer
- Aerial photography
- Wetlands/Critical Area (NWI)

Initial due diligence will be conducted. Specifically, all permitting agencies will be approached to discuss permitting and potential requirements for the implementation of the project.

Preliminary contact will be made with major utility providers to gather information and available mapping for major utilities in the project area (to supplement what has already been provided by the City). It is anticipated that the following utilities will be contacted:

- Water and sewer – Charleston Water System
- Power and gas – South Carolina Electric and Gas/Dominion
- Telecommunications/fiber optic cables – AT&T
- Cable TV – Comcast/WOW

Data gathered in electronic format will be added to the project database mapping. Data gathered in other formats (i.e. paper mapping) will be added to the project database mapping for display purposes, if appropriate.

1.1b Study Survey

Study level survey data will be obtained at critical locations. This survey data will be limited to areas/locations critical to the understanding of the drainage system and to be used in the modeling of the system. In addition, some initial SUE (utility potholing) and pipe video inspections (to supplement what has already been provided by the City) will be conducted to gather information to help assess potential utility impacts and the conditions of the existing systems (such as the connection to the SCDOT system in the Wesley Drive/Folly Road Boulevard Area). Approximately 10 potholes and 1,000 linear feet of pipe video inspections are expected to be obtained at this time. The engineer will also perform site visits to inspect and verify the condition of the existing systems to supplement the survey and potholing data.

Property plat research will be conducted to attempt to determine the location and type of drainage easements within the study area. The property plat research will be limited to the Windermere East Basin and the portion of the South Windermere Basin between Ackerman Lane and Folly Road Blvd.

1.1c Hydrologic and Hydraulic Modeling

1.1c.1 Existing Conditions Hydrologic and Hydraulic Model

The Consultant will develop a hydrologic and hydraulic (H&H) model capable of simulating the existing conditions of the study area. The hydrologic and hydraulic model will be developed in ICPR Version 4 due to its capability to simulate varying tidal/tailwater conditions open channel and closed storm drain systems, and detention/infiltration (in case these BMPs are identified as potential improvement alternatives). The model will be developed from readily available data and will incorporate the study level survey data.

The model will be capable of simulating rainfall and runoff from the Windermere East Drainage Basin. This basin is bounded by Campbell Drive to the West, Savannah Highway to the north, Wesley Drive/Folly Road Blvd. to the East, and a tidal creek to the south. The South Windermere Basin will also be included in the model to assess the drainage conveyed from Folly Road Blvd. and ultimately under William Ackerman Lane. This area is bounded roughly by Savannah Highway to the North, Jamestown Road to the East, Johnson Road to the South, and the Windermere East basin to the West.

The existing conditions model (existing land uses, existing collection system, and existing outfalls) will be executed and calibrated based on previous studies and reported flooding.

1.1c.2 Alternatives Analysis

Based on the results of the existing conditions H&H modeling, the information collected during data collection, other factors (such as target goals and/or levels of service), and in coordination with the City, the Consultant will analyze alternative improvement projects and best management practices (BMPs) for the project area. These alternative projects may include alternative outfalls, capacity improvements, basin diversions, stormwater detention, etc. In addition, other BMPs may be considered for implementation including green infrastructure (GI) projects in appropriate areas. It is anticipated that this will be an iterative process with the City that may combine the alternatives analysis with future conditions modeling (see below) to arrive at the recommended improvements (see below).

1.1c.3 Proposed Improvements Hydrologic and Hydraulic Model

A hydrologic and hydraulic model of the proposed improvements, using the original study (D&F, 1984) and the City's conceptual plans (City, 2019) as baselines, will be developed. The proposed conditions model will build on the existing conditions model by incorporating the proposed improvements. Since the watersheds are completely developed, the runoff conditions (i.e. curve numbers) will not be modified from existing to proposed conditions.

The model will be developed to allow for the assessment of:

- Improvements to the existing system alignment and outfall
- Alternative outfall (based on the City's proposed 2nd outfall concept)
- Other potential internal (upstream) system improvements
- Drainage connections across the West Ashley Greenway
- Improvements to the SCDOT drainage system in Folly Road
- Improvements to the Ackerman Lane culvert and upstream channel, including muted tide structure
- Optional diversion of sump at Campbell Dr. (identified in original masterplan D&F, 1984)
- Optional green infrastructure improvements along Stocker Drive and Berkeley Road

1.1.d Recommendations

Based on the findings above and input from the City, the Consultant will develop the final recommended improvements for the Windermere East and South Windermere Basin drainage systems.

A summary report shall be prepared documenting the activities and presenting the recommended improvements. The report shall document existing and proposed conditions model input, documentation and findings, outfall configuration, and other design considerations. In addition, a recommended phasing plan, focusing on Phase 1 – establishing the 2nd outfall, will be developed. Other future phased improvements may include collection system and existing outfall improvements (Phase 2) and secondary system improvements including localized green infrastructure (Phase 3).

Deliverables: Preliminary Engineering Report documenting final recommended improvements and other documentation (model input/output, existing conditions, proposed improvements, budget level cost estimates and phasing plan).

1.2 Conceptual Design – Phase 1

1.2a Conceptual Design

Based upon the detailed analysis presented above, the Consultant shall prepare a conceptual layout of the proposed drainage improvements for Phase 1. Phase 1 improvements will consist of the 2nd outfall for the Windermere East Basin drainage system. The layout will include the sizes and alignment of the new outfall systems and provide a profile of the proposed improvement. The plan shall be prepared on a 1" = 10' scale drawing and utilize the existing City supplied survey and other owner provided information. The level of detail shall be sufficient in nature to itemize necessary construction elements, property acquisition, permitting and designs. The plans will be developed so that they can readily be advanced through preliminary (60%) and final (90%) designs (as part of a future scope of work).

1.2b Conceptual Opinion of Probable Cost

A conceptual opinion of probable cost for the recommended improvements will be developed based on budget input from the City.

Deliverables: Conceptual Plans and Opinion of Probable Construction Cost

1.3 Project Management and Coordination

Due to the uncertainty of the extent of service to be provided under Project Management and Coordination (see below), service under this task will be provided on a time and expense (T&E) basis.

1.3a Project Management

General project management includes all the coordination, correspondence, and documentation associated with execution of the project.

1.3b Quality Control and Quality Assurance

The QA/QC task will include the development and implementation of quality assurance project plans (QAPPs). The QAPPs will document the project scope, stand operating procedures (SOPs), controls, and other processes to be implemented to ensure quality is a foundation of this project.

1.3c Project Meetings

A kick-off meeting and project status meetings will be held at regular intervals during the course of the study and conceptual design phase. The Consultant shall prepare minutes of these meetings and submit to the City for approval within five (5) business days after the meeting.

The Consultant shall prepare a monthly status report and deliver to the City a minimum of three (3) business days prior to the monthly status meeting. The status report shall summarize work completed for the current month and work scheduled for the upcoming month. The current months invoice shall accompany the status report.

Deliverables: Prepare and distribute monthly status reports and project invoices.
Prepare and distribute meeting minutes within five (5) business days of meeting.

1.3d Public Outreach

In cooperation with the City, the Consultant will participate in a public information and involvement program. Tasks to be accomplished by the Consultant during the planning phase include:

1. The Consultant shall develop content for and assist with maintaining a project website (ArcGIS StoryMap) describing the project, potential improvements.
2. The Consultant shall prepare exhibits or other presentation material (i.e. MS Power Point slides) and participate in public information meetings. The meeting location shall be reserved and coordinated by the City. The Consultant will be available during the public meeting to collect public input (reported flooding locations, structural flooding, etc.). All input collected during the meeting shall be summarized in meeting minutes.

1.3e Grant Assistance

The Consultant will assist the City with grant (or other types of) funding opportunities from State and Federal agencies including but not limited to EDA, RIA, USDA, SCDOT, FEMA, SCEMD, and CDBG. The Consultant will provide funding application support including but not limited to application preparation, narratives, cost estimates, benefit analysis, maps, and exhibits.

1.3f Miscellaneous Consulting

The Consultant will assist the City (as requested) with miscellaneous consulting services related to the project.

Based on the outcome of the preceding tasks and the recommended improvements to be implemented as Phase 1, the Consultant will provide the City with a detailed scope and fee estimate for the preliminary and final design phases, bidding and negotiation phase, and construction phase for the Phase 1 improvements. It is anticipated that the future project phases will include the following:

Preliminary and Final Design Phase

- Geotechnical Investigation
- Wetland/Critical Area Delineation
- Design Survey
- Subsurface Utility Engineering (SUE)
 - Utility Coordination
 - Potholing
- Final Design
 - Modeling (update)/Calculations
 - Final Design Report
 - Plans Development (60% and 90% Plans)
 - Stormwater Pollution Prevention Plan (SWPPP)
- Technical Specifications
- Refine Opinion of Probable Construction Cost
- Permitting/Approvals
 - USACE
 - SCDHEC/OCRM/CZC/BOW/NPDES CGP
 - SCDOT
 - City of Charleston Engineering/MS4
 - CWS
 - SCE&G/Dominion

Telephone/AT&T
Property/Easement Acquisition

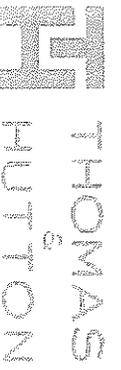
Bidding and Negotiation Phase

Bidding Phase
100% Plans
Final Opinion of Probable Construction Cost
Prepare bid documents
Bidding Coordination and/or Support
Negotiation Phase
Contracting Support

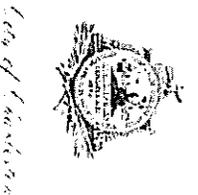
Construction Phase

Construction Phase
Pre-construction Services
Construction Engineering and Inspection (CEI) Services
Material Testing
Contractor Payment Coordination
Close-Out Phase
Final Inspection
As-Built Drawings
Permit Terminations

Deliverables: Future consulting phases scope and fee estimate.



Windermere Neighborhood Drainage Improvement Project Study and Conceptual Design



ID	Task Name	Duration	2021										
			J	J	A	S	O	N	D	J	F	M	A
1	Notice to Proceed	0 edays			8/1								
2	Study	110 days											
3	Data Collection	21 edays											
4	Study Survey	21 edays											
5	Existing Conditions H&H Modeling	30 edays											
6	Alternatives Analysis	30 edays											
7	Proposed Improvements H&H Modeling	30 edays											
8	Recommendations	30 edays											
9	Conceptual Design - Phase 1	25 days											
10	Conceptual Design	21 edays											
11	Opinion of Probable Construction Cost	14 edays											
12	Project Mgmt. & Coord. Phase (Study & Phase 1)	140 days											
13	Project Management	197 edays											
14	Quality Control and Quality Assurance	197 edays											
15	Project Meetings	197 edays											
16	Public Outreach	197 edays											
17	Grant Assistance	197 edays											
18	Miscellaneous Consulting	197 edays											

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 web site www.charleston-sc.gov; or by contacting Ruth Jordan, MBE Manager, 2 George St., Ste. 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: Thomas & Hutton Engineering Co.

[Signature]
Signature

Tony M. Woody
Print Name

V.P.
Title

8.18.2020
Date

Attest: [Signature]

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

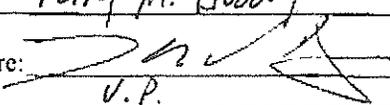
Affidavit of Thomas & Hutton Engineering Co.
(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- ✓ 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- ✓ 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- ✓ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- ✓ 5. Attended pre-solicitation meetings scheduled by the City.
- 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- ✓ 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- ✓ 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 8/18/2020 Name of Authorized Officer (Print/Type): Tony M. Woody
Signature: 
Title: V.P.

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

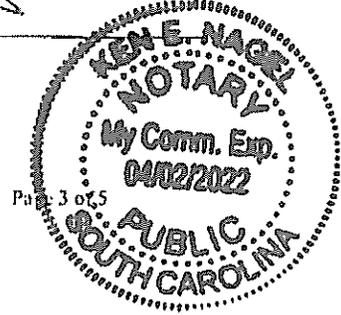
I, Tony M. Woody, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact <u>D&D West, Lori Duncan</u>	Minority Firm Address <u>814 West Madison Ave. Charleston, SC 29412</u>
Minority Firm Telephone Number <u>(843) 270-4857</u> Minority Firm Fax Number _____ DBE Certification Number <u>06-071619-168</u>	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

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 8-18-2020 Name of Authorized Officer (Print/Type) Tony M. Woody
 Sworn to before me this 18th day of AUGUST, 2020
 Notary Public for the State of SOUTH CAROLINA
 My Commission Expires 7-22-2022
 Print Name: KEN E. NAGEI
 Phone Number 843-725-5235
 Address 682 JOANNIE DODDS BLVD
STE 100
MT. PLEASANT, SC 29464

Signature: _____
 Title: 8-18-2020
 Notary Seal:



AFFIDAVIT B

**City of Charleston, South Carolina
Work to be Performed by Minority Businesses**

Affidavit of Thomas & Hutton Engineering Co. I hereby certify that on the
(Name of Offeror)
Windermere Neighborhood Drainage Project, Total Project Amount \$ Unknown
(Project Name)

I will make a good faith effort to expend a minimum of 4 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Lori Duncan DBD West, 843-270-4857	W	Wetlands/Critical Area Delineations & Permitting	\$ Unknown
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: 4 % \$ Unknown

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth 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 8-16-2020 Name of Authorized Officer (Print Type) Tony M. Hood
Signature _____
Title VP

Sworn to before me this 16th day of August, 2020
My Commission Expires 4-22-2022
Print Name: KEN E. NAGEL
Phone Number: 843-324-8585
Address: 682 JOHNNIE DODD BLVD
SUITE 100
MT. PLEASANT, SC 29464

Notary Public for the State of SOUTH CAROLINA
Notary Seal:



AFFIDAVIT C

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

Affidavit of _____
(Name of Offeror)

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

contract.
(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: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this _____ day of _____, 20____
Notary Public for the State of _____
My Commission Expires _____
Print Name _____
Phone Number _____
Address _____

Notary Seal:

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Frank Newham / Andrew Jones DEPT. Parks-Capital Projects
SUBJECT: **LOW BATTERY SEAWALL REPAIRS-PHASE I PROFESSIONAL SERVICES CONTRACT**
REQUEST: Approval of a Professional Services Contract with Insight Group in the amount of \$42,000 to replace P161282 for vibration monitoring services. Attached is a memo explaining the need for extending the services and going over the \$40,000.00 procurement threshold.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 8, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Director of SW Mgmt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051160-58238

Balance in Account \$42,000.00 Amount needed for this item \$42,000.00

Project Number CP1526

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of the Professional Services Contract with obligate \$42,000.00 of the \$36,108,771.21 project budget. The funding sources for this project are: Hospitality Funds (\$15,087,957.53), Municipal Accommodations Tax Funds (\$15,548,816.00), CPW Contribution (\$5,071,997.68), and Charleston County Accommodations Tax Fees (\$400,000.00).

Mayor's Signature: John J. Tecklenburg
John J. Tecklenburg, Mayor

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



JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Stormwater Management

MATTHEW FOUNTAIN PE, PG
Director

MEMORANDUM

To: Mayor John Tecklenburg and City Council

From: J. Frank Newham
Senior Engineering Project Manager

Date: August 21, 2020

Subject: Additional vibration monitoring – Low Battery Phase One

To explain the cost increase of the vibration monitoring services at the Low Battery:

- The original contract with InSight was for a pre-construction survey and ambient vibration monitoring so we would have a baseline to compare the levels preconstruction to those during construction. They also included six weeks of construction monitoring. This PO was for \$22,050.00.
- Work began on the site in January 2020. The initial work included demolition of the seawall and roadway. We considered these activities to generate the most noise and vibration.
- After the six week period, we were still receiving sporadic complaints from residents about excessive vibration. The monitors were showing that the recorded vibration levels were significantly below established thresholds. In caution, we asked InSight to extend their monitoring. This was covered in two subsequent adjustments to the PO. The first was \$100.00 on 6/9/20 and the second was \$2,600.00 on 6/30/20. This brought the PO to \$24,750.00.
- We are still receiving complaints about vibration, though none of the monitors has recorded levels remotely close to the established threshold levels. It has been decided to extend the monitoring through September in case we receive more complaints. To accomplish this, Insight has submitted a contract modification for \$17,250.00. This will bring the PO to \$42,000.00. To date, \$24,350.00 of the total \$42,000.00 has been paid. Please let me know if you have any questions

**City of Charleston
Contract for Professional Services**

THIS CONTRACT, made this ___ day of _____, 2020 by and between

The Owner: City of Charleston and the A/E: Insight Group, LLC
Department of Stormwater Management 3359 Meeting Street
2 George Street North Charleston, SC 29405
Charleston, SC 29401

WHEREAS the Owner requires the delivery of professional pre-construction survey and vibration monitoring services ("Work"), for the reconstruction of the Low Battery Phase I Project ("Project") as outlined in the Proposals dated July 19, 2019 and August 18, 2020 and the Change Orders dated June 9, 2020 and June 30, 2020 ("Service" or "Scope of Services"), prepared by Matt Silveston, P.E. for Insight Group, LLC, which are marked as Exhibit A and attached hereto as if fully written herein.

WHEREAS, the A/E, whose SC professional license is 5937, is prepared and qualified to provide such Services.

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

The Services required herein are set forth in the attached EXHIBIT A, which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 5 of this Contract. Services shall be performed and Payments for acceptable work shall be made in accordance with the following:

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

- Lump Sum of \$ XXXX.
- Actual costs based on A/E's Hourly Rate & Reimbursable Schedule attached as Exhibit A, Not-to-Exceed \$ 42,000.00.

REIMBURSABLES:

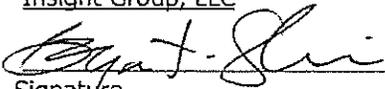
- Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed..... \$ XXXXX.
- Expenses included in Lump Sum

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

OWNER: City of Charleston

A/E: Insight Group, LLC

BY: _____
John J. Tecklenburg, Mayor

BY: 
Signature

Bryan T. Shiver
Print or Type Name of A/E Representative

ITS: Partner

ATTACHMENTS

1. Exhibit A includes:
 - a. Proposal dated July 19, 2019
 - b. Proposal dated August 18, 2020
 - c. Change Order dated June 9, 2020
 - d. Change Order dated June 30, 2020

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

ARTICLE 1 - GENERAL

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

ARTICLE 2 – A/E’S RESPONSIBILITIES

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

ARTICLE 3 - OWNER’S RESPONSIBILITIES

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

ARTICLE 4 – ADDITIONAL CONSULTANTS

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

ARTICLE 5 – LIMITATIONS AND REPRESENTATIONS OF RESPONSIBILITY

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

ARTICLE 6 – DOCUMENTS

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

ARTICLE 7 – PAYMENTS

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

ARTICLE 8 - DISPUTE RESOLUTION

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

ARTICLE 9 - SUSPENSION AND TERMINATION

- A. The Owner may direct the A/E to suspend performance under this Contract at any time.

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

ARTICLE 10 – INSURANCE

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
 - 1. Premises – Operations.
 - 2. Independent Contractor's Protective.
 - 3. Products and Completed Operations.
 - 4. Personal and Advertising Injury.
 - 5. Contractual, including specified provisions for Contractor's obligations.
 - 6. Broad Form Property Damage; including Completed Operations.
 - 7. Owned, Non-Owned and Hired Vehicles.
 - 8. Errors and Omissions.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
 - 1. Commercial General Liability:

a. General Aggregate (per project)	\$ 2,000,000
b. Products/Completed Operations	\$ 1,000,000
c. Personal and Advertising Injury	\$ 1,000,000
d. Each Occurrence	\$ 1,000,000
e. Fire Damage	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000
 - 2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	\$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	\$ 1,000,000
 - 3. Workers Compensation

a. State	Statutory
b. Employer's Liability	\$ 100,000 Per Accident \$ 500,000 Disease, Policy Limit \$100,000 Disease, Each Employee
- D. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of \$1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

- E. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- F. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- G. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.
- H. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

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

ARTICLE 12 – ERRORS AND OMISSIONS

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

June 9, 2020

City of Charleston
2 George Street
Charleston, SC 29401



Attn: Mr. Frank Newham, P.E.
O: 843-724-3713
newhamj@charleston-sc.gov

Re: Vibration Monitoring Contract Modification
Engineering Services
Reconstruction of the Low Battery Phase 1
Charleston, South Carolina
Insight Group Number: 19-0179

Dear Mr. Newham:

Insight Group (IG) appreciates this opportunity to provide support during the reconstruction of the sea wall. We understand that you have been receiving complaints from 86 and 108 Murray Blvd regarding the construction vibrations. To assist with assessments, additional engineering time will be necessary.

The cost for this modification will be as follows:

Service	Unit	Quantity	Unit Rate	Total
VIBRATION & CRACK MONITORING				
Senior Engineer, additional meetings	Per Hour	2/3 hr	\$150	\$100

We appreciate the opportunity to be of service on this project.

Sincerely,
INSIGHT GROUP, LLC

A handwritten signature in cursive script that reads 'Matt Silveston'.

Matt Silveston, P.E.
Partner

June 30, 2020

City of Charleston
2 George Street
Charleston, SC 29401



Attn: Mr. Frank Newham, P.E.
O: 843-724-3713
newhamj@charleston-sc.gov

Re: Vibration Monitoring Contract Modification
2 Additional Vibration Monitors for 4 weeks
Reconstruction of the Low Battery Phase 1
Charleston, South Carolina
Insight Group Number: 19-0179

Dear Mr. Newham:

Insight Group (IG) appreciates this opportunity to provide support during the reconstruction of the sea wall. We understand that you have been receiving complaints from 86 and 108 Murray Blvd regarding the construction vibrations. To monitor this, Insight Group will install a vibration monitor at each property. The monitors will be set to trigger alerts to you if published threshold limits that lead to structural damage are exceeded. In addition, Insight Group will provide a weekly report of the recorded vibration levels.

The cost for this modification will be as follows:

Service	Unit	Quantity	Unit Rate	Total
VIBRATION & CRACK MONITORING				
Vibration Monitoring: Monitoring, Real-Time Alarms, Reporting	Per Monitor, Per Week	2 monitors x 4 weeks	\$325	\$2,600

We appreciate the opportunity to be of service on this project.

Sincerely,
INSIGHT GROUP, LLC

A handwritten signature in cursive script that reads 'Matt Silveston'.

Matt Silveston, P.E.
Partner

July 19, 2019

City of Charleston
2 George Street
Charleston, SC 29401



Attn: Mr. Frank Newham, P.E.
O: 843-724-3713
newhamj@charleston-sc.gov

Re: Proposal for Pre-Construction Survey & Vibration Monitoring
Reconstruction of the Low Battery Phase 1
Charleston, South Carolina
Insight Group Number: 19-0179R

Dear Mr. Newham:

Insight Group (IG) appreciates this opportunity to provide a pre-construction survey and vibration monitoring services for the proposed Phase 1 of the Reconstruction of the Low Battery. This proposal outlines the scope of vibration monitoring, crack monitoring, and pre and post-construction surveys. This proposal describes our current understanding of the project, Insight Group's scope, and associated fees.

If you have any questions concerning this proposal, please contact us.

Sincerely,
Insight Group, LLC

Sincerely,
INSIGHT GROUP

A handwritten signature in black ink, appearing to read 'Matt Silveston'.

Matt Silveston, P.E.
Partner

A handwritten signature in black ink, appearing to read 'William Reg Christopher'.

William. Reg Christopher, P.E.
Partner

1 PROJECT INFORMATION

The project consists of re-constructing the sea wall and re-constructing the utilities in the adjacent roadbed. Due to the historic nature of the neighborhood, there are concerns regarding the impact of construction vibrations during pile driving on the nearby buildings. Figure 1 shows the proposed extent of Phase 1 and Figure 2 shows the proposed construction.

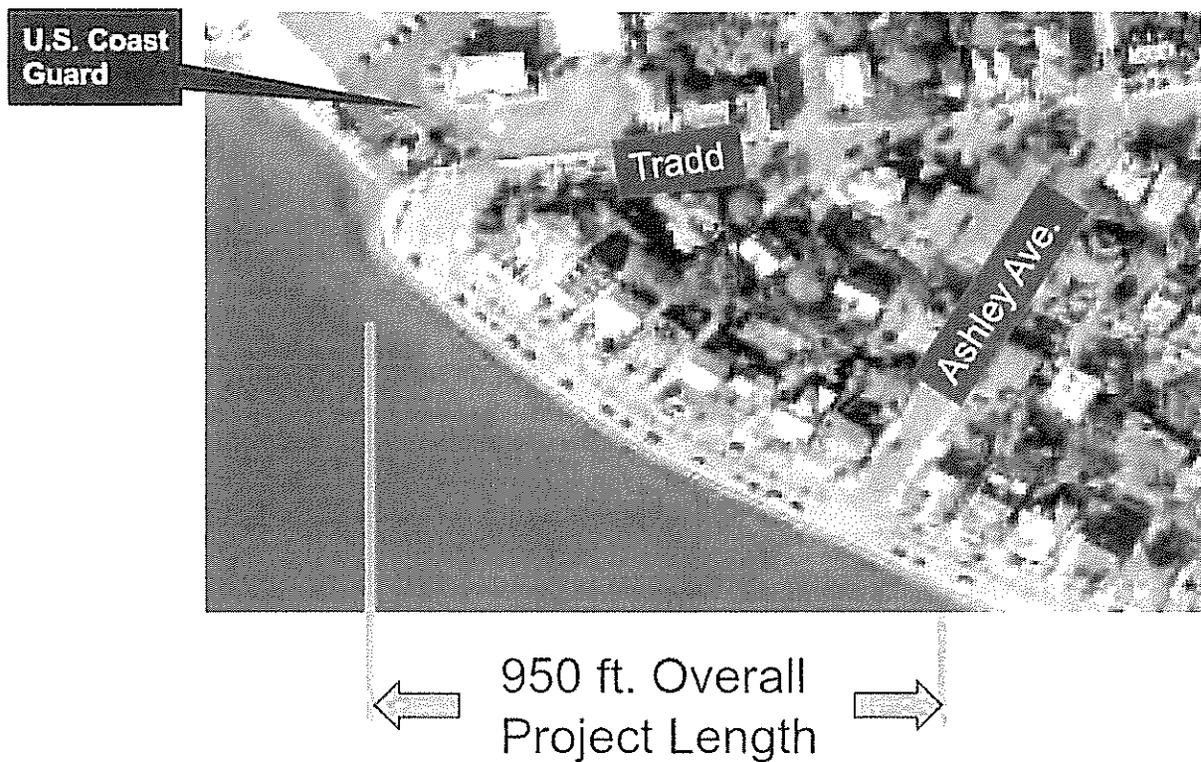


Figure 1. Proposed extent of Phase 1

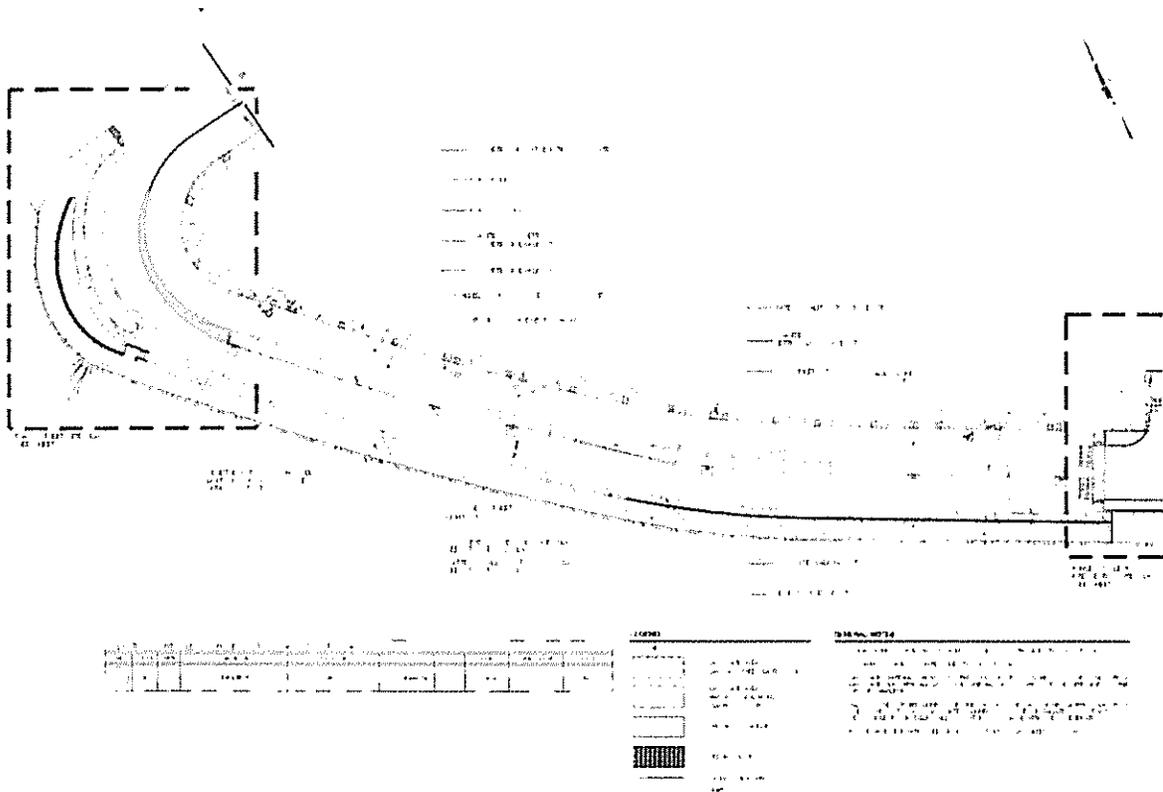


Figure 2. Proposed construction of Phase 1

2 SCOPE OF WORK

Insight Group will provide vibration monitoring, crack monitoring, and pre and post- construction surveys.

2.1 Vibration Monitoring

Insight Group will provide vibration monitoring for a 1 week period prior to the initiation of construction. This will provide a baseline of the typical vibration levels. Vibration monitoring will be performed during all demolition activities. During this period, there will be two (2) mobile vibration monitors that will collect vibration data. Being mobile, we will be able to assess how the surface vibrations vary with distance. We

anticipate vibration concerns from the surrounding neighborhood and will be able to place a vibration monitor adjacent to a structure to determine if vibration levels exceed threshold limits recommended USBM Safe Thresholds, which is typically used. If there are concerns by neighboring properties, we may recommend more stringent threshold levels.

We will maintain the 2 vibration monitors on site during demolition activities which we estimate to take 6 weeks. Insight Group's scope includes single weekly site visits to move the monitors.

Insight Group will provide vibration monitors that will be remotely monitored, with data available in real time in the cloud. Real-time alarms can be set to alert the team of vibrations approaching or exceeding the project thresholds. Insight Group will review the measurements and alert the City of Charleston, JMT and the contractor of vibrations exceeding the criteria specified in the USBM levels provided in Figure 3 below.

We can mobilize for vibration monitoring installation within two to three weeks of receiving Notice to Proceed.

US Bureau of Mines "Safe Level Threshold"

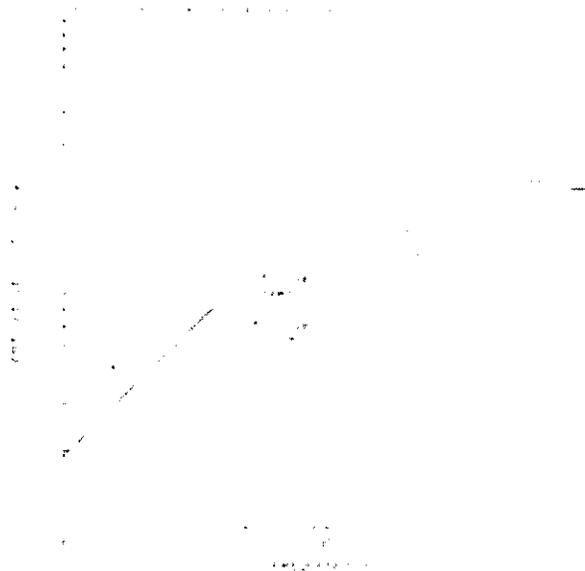


Figure 3. Recommended Vibration Threshold Limits

2.2 Instrumentation and Pre & Post-Construction Surveys

Based on our walk around the surrounding neighborhood, we have identified 33 structures within approximately 300 ft radius away from the sea wall, as shown in Figure 4. Walls and other non-buildings will not be documented. Insight Group will issue a notice to the property owner requesting permission to document the exterior of the structure with photographs and video for the pre and post condition survey. If permission is denied, our staff will document the structure from the street and sidewalks instead. We do not intend to document the interior of any structure.



Figure 4. Structures Scoped for Construction Monitoring

We will be available to mobilize for the pre-construction assessment within 1 week of receiving Notice to Proceed. The survey will take 2 weeks to complete and an additional 2 weeks to compile the videos and photographs. Upon completion, we will provide a USB drive with the videos, and photographs identified with addresses and notes.

Upon the completion of the pre-condition survey, we will identify locations which have damage and may necessitate further monitoring during construction. Based on the size of the survey area, we have assumed 10 crack monitors to be installed. These will be mounted on the structures with epoxy or fastened with

screws in locations we have permission to access. The crack monitors will be checked and documented weekly during demolition activities.

The post condition survey will be initiated once Notice to Proceed is granted by City of Charleston around substantial completion. The post-condition survey will take 2 weeks to perform the field assessment and 2 weeks to compile the report.

3 COMPENSATION

Insight Group will provide the services outlined in Section 2 for \$22,050 based the following unit rates.

Table 1. Unit Rates for Services

Service	Unit	Quantity	Unit Rate	Total
VIBRATION & CRACK MONITORING				
Vibration Monitor Installation, One Time Setup and Calibration	Each	2	\$1,500	\$3,000
Vibration Monitoring: Monitoring, Real-Time Alarms, Reporting	Per Monitor, Per Week	2x1week baseline 2x6weeks active	\$325	\$4,550
Crack Monitors: Purchase and Installation	Each	10	\$100	\$1,000
Crack Monitor Documentation	Weekly	6	\$250	\$1,500
PRE and POST SURVEY				
Pre-Construction Survey, Buildings Exterior, Documentation and Report within Boundary	Lump Sum	1	\$7,500	\$7,500
Post-Construction Survey: Buildings Exterior, Documentation and Report within Boundary	Lump Sum	1	\$4,500	\$4,500
ADDITIONAL SERVICES				
Senior Engineer: Additional Meetings/ Consultation	Per hour		\$150	
Pre-Construction Survey, <i>Additional</i> Structures Exterior Documentation and Report	Each		\$300	
Post-Construction Survey: <i>Additional</i> Structures Exterior Documentation and Report	Each		\$200	

August 18, 2020

City of Charleston
2 George Street
Charleston, SC 29401



Attn: Mr. Frank Newham, P.E.
O: 843-724-3713
newhamj@charleston-sc.gov

Re: Vibration Monitoring Contract Modification
2 Additional Vibration Monitors for 15 weeks
Reconstruction of the Low Battery Phase 1
Charleston, South Carolina
Insight Group Number: 19-0179

Dear Mr. Newham:

Insight Group (IG) appreciates this opportunity to provide support during the reconstruction of the sea wall. We understand that you have been receiving complaints from 86 and 108 Murray Blvd regarding the construction vibrations. To monitor this, Insight Group will install a vibration monitor at each property. The monitors will be set to trigger alerts to you if published threshold limits that lead to structural damage are exceeded.

The \$17,250 cost for this modification will be based on the following:

Service	Unit	Quantity	Unit Rate	Total
VIBRATION & CRACK MONITORING				
Vibration Monitoring: Monitoring, Real-Time Alarms, Reporting	Per Monitor, Per Week	2 monitors x 15 weeks	\$325 per monitor per week	\$9,750
Professional Engineer	Per Hour	20 hrs	\$150 per hour	\$3,000
Post Condition Survey	Lump Sum	1	\$4,500	\$4,500

We appreciate the opportunity to be of service on this project.

Sincerely,

INSIGHT GROUP, LLC

A handwritten signature in black ink, appearing to read 'Matt Silveston'.

Matt Silveston, P.E.
Partner

TO AMEND CHAPTER 27, STORMWATER MANAGEMENT AND FLOOD CONTROL, TO ADD AN ADDITIONAL ARTICLE TO BE NUMBERED AS ARTICLE IV, AND TITLED CHURCH CREEK STORMWATER DRAINAGE BASIN AUTHORITY WHOSE PURPOSE IS TO REVIEW, RANK, AND MAKE RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL ON THE SELECTION OF CHURCH CREEK STORMWATER DRAINAGE BASIN PROJECTS, PRIORITY, AND FUNDING.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS IN CITY COUNCIL ASSEMBLED:

Section 1. Chapter 27, of the Code of the City of Charleston is hereby amended by adding thereto a new Article IV to be titled “Church Creek Stormwater Drainage Basin Authority.”

Section 2. Chapter 27, Article IV, of the Code of the City of Charleston is hereby amended by adding thereto the following Sections which shall read as follows:

“ARTICLE IV – CHURCH CREEK STORMWATER DRAINAGE BASIN AUTHORITY

Sec. 27-122. - Establishment.

There is hereby established an advisory authority for the Church Creek stormwater drainage basin to be known as the “City of Charleston Church Creek Stormwater Drainage Basin Authority.”

Sec. 27-123. - Purpose.

The City of Charleston’s Church Creek Stormwater Drainage Basin Authority shall have the following roles and responsibilities:

- (a) To review, rank, and recommend to the Mayor and City Council Church Creek stormwater drainage basin projects requiring Church Creek stormwater drainage basin TIF funds;
- (b) Increase community awareness of past, present, and future Church Creek stormwater drainage basin issues;
- (c) Assist City of Charleston staff with implementing flood abatement projects in the Church Creek stormwater drainage basin; and,
- (d) Make recommendations on city partnerships with private and public organizations to create, support, and encourage community flood abatement programs and activities benefiting the Church Creek stormwater drainage basin.

Sec. 27-124. - Organization.

The organization of the City of Charleston’s Church Creek Stormwater Drainage Basin Authority shall be:

- (a) Membership. The Authority shall be comprised of eleven (11) members. The members of the authority shall be appointed by the Mayor subject to the approval of City Council.

- (b) The Authority membership shall include the Mayor, two (2) City Council members appointed by the Mayor, and a representative from each of the following:

Institutional Representation:

- (1) The Charleston County Council Member currently representing the district that includes the Church Creek basin;
- (2) A local utility representative;

Categorical Representation:

- (3) Local expert on Drainage and Flooding;
 - (4) Expert on Water Retention Measures and Flood Control;
 - (5) Experienced Public Relations Delegate;
 - (6) Faith-based Community Advocate in the Basin;
 - (7) Commercial Property Owner in the Basin; and,
 - (8) Neighborhood Residential Property Owner in the Basin.
- (c) The City of Charleston Director of Stormwater Management or designee shall serve as the coordinator between the City and the Authority to advance the recommendations of the Authority with City government. The City of Charleston Chief Financial Officer or designee shall coordinate the Use of TIF funds to carry out recommendations by the Authority that are approved by the Mayor and City Council.
- (d) The Mayor shall annually appoint one of the authority's members to be chairperson.
- (e) The terms for Authority members shall be two (2) years. No member shall serve more than two (2) consecutive terms. Members of the authority filling a vacancy shall serve for the balance of the unexpired term.
- (f) The authority shall establish a regular time and place for its meetings and shall hold at least one (1) regular meeting quarterly. For purpose of authority action, a quorum of the authority shall consist of six (6) members of the authority in attendance.
- (g) The authority shall make and alter rules governing its organization and procedures that are not inconsistent with any city ordinance or Roberts Rules of Order.
- (h) The Authority shall keep a written record of its proceedings and file the record with the Clerk or Council after the completion of any meeting.

Sec. 27-125. - Attendance requirements for members.

With the exception of the Charleston County Council Member, in the event a member of the authority shall fail to either attend two (2) consecutive meetings or three (3) meetings per year without written justification for said absence that is approved by a vote of a majority of the members of the authority such member shall be automatically removed from the authority and a new member shall be appointed in his or her place and stead.

Sec. 27-126. - Intragovernmental relations.

The authority shall have the full cooperation of all departments of the city in the performance of its duties, and all departments shall supply the authority with all information and reports requested in order that the goals of this authority may be realized.

Sec. 27-127—27-131. - Reserved.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord,
2020, and in the ____th Year of the Independence
of the United States of America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

ATTEST: _____
Vanessa Turner-Maybank
Clerk of Council