

City of Charleston Short Form Construction Contract

.THIS CONTRACT, effective the last date signed below, by and between:

The Owner:

City of Charleston
80 Broad Street
Charleston, SC 29401

and the Contractor:

NAME

ADDRESS

ADDRESS

SC License No.

ARCHITECT ENGINEER ("A/E") – The A/E of Record for this Project is: Kimley-Horn and Associates– Andrew Todd-Burke, PLA, ASLA

Howle Avenue Stormwater Retrofit Project – Landscaping
(City's Project Name)

BACKGROUND:

- A. The City advertised a Request for Bids ("RFB") (attached as Exhibit A) in order to select a contractor to perform the work needed to complete the City's Project. The RFB includes the Civil Construction Drawings, issued by Kimley Horn and Associates, Inc. on March 25, 2025, and the Bid Document Notes dated September 18, 2023.
- B. The Contractor Submitted a proposal to perform the Project ("Bid," attached as Exhibit B) (the Request for Bids, the Civil Construction Drawings, and the Bid is collectively the "Work"), and the Owner accepted the Contractor's Bid.
- C. The Contractor has represented to the Owner that it is prepared and qualified to provide the Work to complete the Project.

THIS CONTRACT: The Project will be performed in accordance with the Terms and Conditions in this Contract which follow this page.

ATTACHMENT(S)

1. EXHIBIT A – Request for Bids
2. EXHIBIT B - Contractor's Bid

The undersigned states that they are authorized to execute this Contract and bind their respective agencies or entities to the obligations in this Contract.

City of Charleston

By: _____

William S. Cogswell, Jr., Mayor

Amy Wharton, CFO

Matthew Frohlich, Deputy CFO

Date Signed: _____, 2025

Contractor

By: _____

Signature

[name]

[title]

Date Signed: _____, 2025

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ARTICLE 1 – CONTRACT DOCUMENTS

- A.** The Contract Documents forming this Contract consist of the following, all of which are fully incorporated into this Contract whether or not attached to this Contract as an exhibit, and Contractor has received a copy of each of these documents:
1. A fully executed Short Form Construction Contract, which includes the Terms and Conditions;
 2. Request for Bids;
 3. The Bid Set/Civil Construction Drawings, issued by Kimley Horn and Associates, Inc. on March 25, 2025 and the Bid Document Notes dated September 18, 2023;
 4. Contractor's Bid; and
 5. All Change Orders and Change Directives.
- B.** If any provision in the contract documents is inconsistent or in conflict with the other, the following order shall prevail: (1) this Short Form Construction Contract, (2) the most recent Change Orders or Change Directives; (3) the Civil Construction Drawings and the Bid Document Notes; (5) Request for Bids; (6) Contractor's Bid.
- C.** All Exhibits are incorporated into this Contract, except that all terms and conditions in the Contractor's Bid are void unless specifically listed as follows:
1. _____

ARTICLE 2 - SCOPE OF SERVICES; TIME FOR PERFORMANCE; PAYMENT

- A.** The Owner agrees to pay the Contractor the contract sum below, at the times and in the manner prescribed by the Contract, in consideration for the Contractor executing and completing the Work, remedying all defects in accordance with the Contract, and otherwise performing all of its obligations in accordance with the Contract.
- B.** The Contractor will perform the Work required to complete the Project according to the Request for Bids and Contractor's Bid.
- C. Time of Performance; Liquidated Damages.**
1. CONTRACT TERM:
 - i. The initial term of this Contract begins on the effective date.
 - ii. The termination date will be the date of final payment.
 2. The Date Of Commencement is the date indicated in the Notice to Proceed.
 3. Substantial Completion:
 - i. Substantial Completion is defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and all certificates of occupancy and all other permits or approvals necessary for the Owner to occupy and utilize the Project have been issued.
 - ii. The Date of Substantial Completion is **60** calendar days after the Date Of Commencement, subject to adjustment in accordance with the terms of this Contract.
 4. Final Completion:
 - i. Final Completion is defined as the determination by the Owner that the Project is 100% complete, punch list work included.

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- ii. The Date Of Final Completion shall be no more than 30 days after Substantial Completion.
- 5. **LIQUIDATED DAMAGES:** The Contractor recognizes that the Owner will incur significant internal and external costs (damages) because of any delay by the Contractor completing all Work within the specified contract time. However, given the nature of the Project, it is difficult to demonstrate the exact dollar value of damages related to a delay. Owner has made a good faith and reasonable estimate of damages it would suffer from delay in completion. For each consecutive day after the expiration of the Date of Substantial **Completion that any incomplete Work prevents or impairs the Owner's ability to operate and use the Project for its intended purposes, including the correction of deficiencies found during the final inspection, the amount of \$250.00 per day will be deducted from the money due or that becomes due the Contractor, not as a penalty, but as liquidated damages representing the parties' estimate at the time of executing this Contract of the damages that the Owner will sustain for late completion.** The parties agree that liquidated damages as described in this Contract are a genuine estimate of the Owner's foreseeable damages and the Owner's sole remedy for such delay. Delays caused by Force Majeure events or by actions of the Owner shall not constitute a delay resulting in the payment of liquidated damages.

D. Contract Sum; Payments

1. Contract Sum.

- i. The Contract Sum includes all items and services necessary for the proper execution and completion of the Work. The Contract Sum is \$ [REDACTED]. The Contract Sum, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under this Contract.
- ii. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **N/A**

2. Payments

- i. The Contract Sum shall be paid to the Contractor within 45 days after the Date of Final Completion. The invoice for the Contractor's Work will be submitted to the Owner at the completion of the Work and after the Owner's acceptance of the Work in its entirety.
- ii. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 - (a) The Contractor has fully completed the Project, including the acceptable completion of all punch list items; and,
 - (b) The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 - (c) The Contractor has furnished to the satisfaction of the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 - (d) The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.
- iii. The Contractor must make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

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ARTICLE 3 – CONTRACTOR, OWNER, A/E PROVISIONS

A. Warranties. The Contractor warrants to the Owner that:

1. it and its subcontractors (if any) are financially able to complete the Work;
2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contract; and,
5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.
6. It will remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
7. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

B. Contractor's Rights and Responsibilities. In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:

1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but must give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner;
5. be responsible for all construction means, methods, techniques, procedures, and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who will be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;

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7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes; and,
8. 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 Work in the State of South Carolina, the City of Charleston and as required by this Contract.

C. Owner's Rights and Responsibilities. In addition to any other rights and responsibilities contained in this Contract, the Owner will:

1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner will have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
4. act as the A/E in the absence of a licensed design professional.

ARTICLE 4 – CONSTRUCTION ADMINISTRATION

A. Reserved.

B. Materials and Workmanship

1. The Contractor will not use or allow the use of any asbestos containing product.
2. The Contractor will not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. Unless otherwise specified or permitted by the Contract Documents, all materials must be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor must have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor will leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the Owner requests to be left uncovered prior to being inspected. The Contractor must give adequate notice to the Owner of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is

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the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Except in the case of minor changes in the Work approved by the A/E or ordered by the A/E, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the A/E and in accordance with a Change Order or Construction Change Directive.

2. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum will be actual net cost as confirmed by the A/E. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit will be figured on the basis of net increase, if any, with respect to that change.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - i. For the Contractor or subcontractor on Work performed by its own forces:

1. Overhead (%)	Profit (%)	Commission (%)
a. 10	7	0
 - ii. For the Contractor or subcontractor on Work performed by its subcontractors:

1. Overhead (%)	Profit (%)	Commission (%)
a. 10	0	3
 - iii. To a first tier subcontractor on Work performed by its subcontractors:

1. Overhead (%)	Profit (%)	Commission (%)
a. 10	0	3
 - iv. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.
3. The Contractor shall immediately notify the Owner of any damages to property received or located on site.

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G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.
2. The Contractor shall prepare and submit with its pay applications MWBE form delineating the composition of the workforce utilized to complete the Work for that pay application.

H. Extensions

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed in Article 2 and reduce the Contractor's final payment by that amount.

I. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, and for all authorities having jurisdiction over the Project.

J. Taxes

1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

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- C.** Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.
- D.** Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – 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 reach a resolution, 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. The Contractor 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 Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing Work, either directly or indirectly, for the Contractor, for a period of time exceeding ninety (90) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
2. The Contractor may, upon seven (7) days written notice to the Owner terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner;
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will

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be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A.** The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B.** If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
- C.** As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D.** For the purposes of this Contract, the term “rendered harmless” shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

The Contractor 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 Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor 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 10 – INSURANCE AND BONDS

- 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

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be written on an occurrence basis and shall be in force for the duration of the Contract. The Contractor is responsible for any deductibles or self-insured retentions.

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; and,

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:

Coverage	Minimum Limits
Commercial General Liability:	
General Aggregate (per project)	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage	\$ 50,000
Medical Expense (any one person)	\$ 5,000
Business Auto Liability (including all owned, non-owned, and hired vehicles):	
Combined Single Limit	\$ 1,000,000
-OR-	
Bodily Injury & Property Damage (each)	\$ 1,000,000
Workers Compensation	
State	Statutory
Employer's Liability	\$ 100,000 Per Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee
Builder's Risk, if Contract Amount over \$100,000 (fire and extended coverage), all work in place and/or materials stored at Owner's Property	Full cash value of completed construction, as well as materials in

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	place and /or stored at Owner's Property
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- D.** 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.
- E.** The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F.** 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.
- G.** 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.
- H.** Bonds. Reserved.

ARTICLE 11 – CORRECTION OF WORK

- A.** The Contractor shall promptly, and with due diligence, correct Work rejected by the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections.
- B.** If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expense.
- C.** The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

- A.** The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

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- B.** The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
- C.** The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

- A.** Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.
- B.** If the Contractor engages an independent consultant, associate, or sub-contractor to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Those entities shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

- A.** The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the Owner of its completion. The Owner will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons; firms or agencies participate in the inspections.
- B.** Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C.** If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D.** Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and Owner shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) shall waive any and all objections to jurisdiction and venue; (3) and shall not raise *forum non conveniens* as an objection to the location of any litigation.

ARTICLE 16 – MISCELLANEOUS

- A.** The Owner may delegate any of its obligations, other than payment of the Contract Sum, to an Architect or Engineer.
- B.** The Contractor binds itself, its directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.
- C.** This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications,

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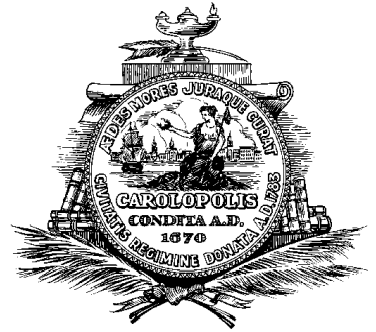
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representations and agreements, whether written or oral relating to the subject matter of this Contract.

- D.** 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 Contractor.

EXHIBIT A
Request for Bid

[REQUEST FOR BIDS ON NEXT PAGES]



CONSTRUCTION SPECIFICATIONS & CONTRACT DOCUMENTS

HOWLE AVENUE STORMWATER RETROFIT LANDSCAPING

MAY 2025

Mayor William S. Cogswell, Jr.

City Council

Boyd Gregg

Kevin Shealy

Jim McBride

Robert M. Mitchell

Karl L. Brady, Jr.

William Dudley Gregorie

Perry K. Waring

Michael S. Seekings

William P. Tinkler

Stephen Bowden

Ross A. Appel

Caroline Parker

Howle Avenue Stormwater Retrofit

Bid and Contract Documents

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01230	General Conditions

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Permits

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C0-00	TITLE PAGE
C6-00	CONSTRUCTION DETAILS
L1-00	LANDSCAPE PLAN
L1-01	LANDSCAPE DETAILS
L1-02	LANDSCAPE DETAILS – SEED MIX

Addenda

1	Addendum No. 1 (date)
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Other Attachments

1	RESERVED
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SECTION 01105

ADVERTISEMENT FOR BIDS

PROJECT: HOWLE AVENUE STORMWATER RETROFIT LANDSCAPING

OWNER: City of Charleston

RECEIPT OF BIDS: Separate sealed bids for the construction of the above referenced project will be received by the Owner at their office, **May 21, 2025 until 2:00 p.m.**, local time at the Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The City of Charleston is accepting Bids for construction services for the **Howle Avenue Stormwater Retrofit Landscaping**. The purpose of this project is to provide storage of stormwater using nature-based design practices. **The site will have previously been graded and prepared for landscape installation and site features. Work will include installation of a pedestrian pathway, and installation of landscaping, as shown in the Construction Drawings by Kimley Horn, dated March 25, 2025.** The Contractor shall be responsible for the success of the plants and seeded areas for a warranty period of 12 months.

DOCUMENTS AVAILABLE: The Contract Documents are available at no charge to view or download online at www.charleston-sc.gov (Business, BidLine, Stormwater), or may be obtained by submitting a request to Tarleton Cave at cavet@charleston-sc.gov or 843-724-3764.

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

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

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



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

(End of Section 01105)

SECTION 01110

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. WORK IN STATE RIGHTS-OF-WAY: The Owner will obtain the necessary permits for construction across State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.
27. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

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

28. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM
- A. This Project is covered under the City of Charleston's Minority Business Enterprise (MBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.
 - B. MBE Goals: The City has established goals for both Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own a minimum of fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this contract are a combined 20% for minority and women-owned business enterprise participation. These goals will be applied to the overall contract.
 - C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's MBE office. Questions regarding certification requirements shall be addressed to the City's Minority Business Enterprise Office. A list of certified minority and women owned firms can be found on the City of Charleston's web site www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link.
 - D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MBE participation by completing the MBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required, the Procurement Office shall deem the bid non-responsive and will be ineligible for award of the Contract.
 - E. The contractor shall perform the contract in accordance with the representations made in the Minority/Women-Owned/Disadvantaged Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.
29. FORM OF BID: All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.

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

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

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

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

Howle Avenue Stormwater Retrofit

Upper Left Hand Corner:

Bidder's Name	To:	City of Charleston
Bidder's Address		Department of Stormwater Management
		2 George Street, Suite 2100
		Charleston, SC 29401
	Attention:	Mr. Matthew Fountain, P.E. & P.G.
		Director

Lower Left Hand Corner:

Bid for Construction of:

HOWLE AVENUE STORMWATER RETROFIT

South Carolina General Contractor's License No. _____

Classification _____

Expiration Date _____

City of Charleston Business License No. _____

SECTION 01140

BID

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

FROM: _____

Phone _____ Email _____

of the City of _____, County of _____

and State of _____, hereinafter called "Bidder."

PROJECT: HOWLE AVENUE STORMWATER RETROFIT LANDSCAPING

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

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

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

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed, and to fully complete the project within **60 consecutive calendar** days thereafter.

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

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

HOWLE AVENUE STORMWATER RETROFIT LANDSCAPING 5/23/2025						
Item No.	Approximate Quantity		Spec No	Item Description	UNIT PRICE	AMOUNT
1	1	LS	N/A	MOBILIZATION- MOBILIZATION & DEMOBILIZATION		
2	12,150	SF	N/A	COMPACTED GRAVEL PATHWAY		
3	12,150	SF	N/A	GRAVEL-LOCK PATHWAY		
4		EA	N/A	PLANTING- TREES		
4a	9	EA	N/A	White Fringetree		
4b	6	EA	N/A	Sweetbay Magnolia		
4c	6	EA	N/A	Tupelo		
4d	3	EA	N/A	Bald Cypress		
5		EA	N/A	PLANTING- SHRUBS		
5a	25	EA	N/A	Sweet Azalea		
5b	27	EA	N/A	Buttonbush		
5c	45	EA	N/A	Sweet Pepperbush		
5d	11	EA	N/A	Don's Dwarf Wax Myrtle		
5e	31	EA	N/A	Dwarf Palmetto		
6	2475	see plans	N/A	Ground Cover Mix1		
7	2860	see plans	N/A	Ground Cover Mix2		
8	313	see plans	N/A	Saltmeadow Cordgrass		
9	14230	SF	N/A	SC Piedmont FACW Seed Mix		
10	1	EA	N/A	SITE IMPROVEMENTS - FENCING/RAILINGS		
SUBTOTAL						
11	1	EA	N/A	OWNER'S CONTINGENCY (5% of SubTotal)		
TOTAL						

Notes:

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

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

3. The above quantities are taken from the Construction Drawings by Kimley-Horn, dated March 25, 2025. Bidders must note any variations between bid form quantities and plan quantities. If variations exist, the plan quantities are to be used.

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

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

LUMP SUM BID

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

_____(Dollars) (\$_____).

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

Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, ~~and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of _____~~

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

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

A corporation organized and existing under the laws of the State of _____.

A partnership consisting of _____.

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

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

Respectfully Submitted:

(SEAL – if bid is by a

Corporation)

(Contractor)

By: _____
(Signature)

(Name)

(Title)

(Address)

SC General Contractor's License No. _____ N/A

Initial the following items to indicate compliance with specifications:

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

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

(signed) _____

(Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

(title)

My commission expires _____.

MWBE Compliance Provisions

New Women/Minority Business Enterprise Forms

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

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

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

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

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

APPLICATION:

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

Definitions:

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

OR

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

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

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

Name of Company: _____

Signature

Print Name

Title

Date

Attest: _____

AFFIDAVIT A

Page 1 of 2

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

Affidavit of _____

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

Signature: _____

Title: _____

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, _____, 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	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) <hr/> <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) <hr/> <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) <hr/> <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) <hr/> <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: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this ____ day of _____, 20__.

Signature: _____

Notary Public for the State of _____

My Commission Expires: _____

Title: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

Howle Avenue Stormwater Retrofit Landscaping

AFFIDAVIT B

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

Affidavit of _____ . I hereby certify that on the

(Name of Offeror)

_____, Total Project Amount \$ _____

(Project Name)

I will make a good faith effort to expend a minimum of _____% 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
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

* 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: _____ 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: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

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 Seal:

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

(End of Section 01140)

NOTICE OF APPARENT LOW BID

TO: _____

PROJECT DESCRIPTION: HOWLE AVENUE STORMWATER RETROFIT

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

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

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

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

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

Dated this _____ day of _____, 20____

City of Charleston

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

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF APPARENT LOW BID is hereby
acknowledged

This the _____ day of _____, 20____

By

Title _____

NOTICE OF INTENT TO AWARD

TO: _____

PROJECT DESCRIPTION: HOWLE AVENUE STORMWATER RETROFIT

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

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

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

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

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

Dated this _____ day of _____, 20____

City of Charleston

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

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

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

This the _____ day of _____, 20____

By
Title _____

NOTICE TO PROCEED

TO: _____

Date: _____

Project: Howle Avenue Stormwater Retrofit

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within **60 consecutive days** thereafter. The date of completion of all WORK is therefore _____.

City of Charleston

Owner

By: _____

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

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

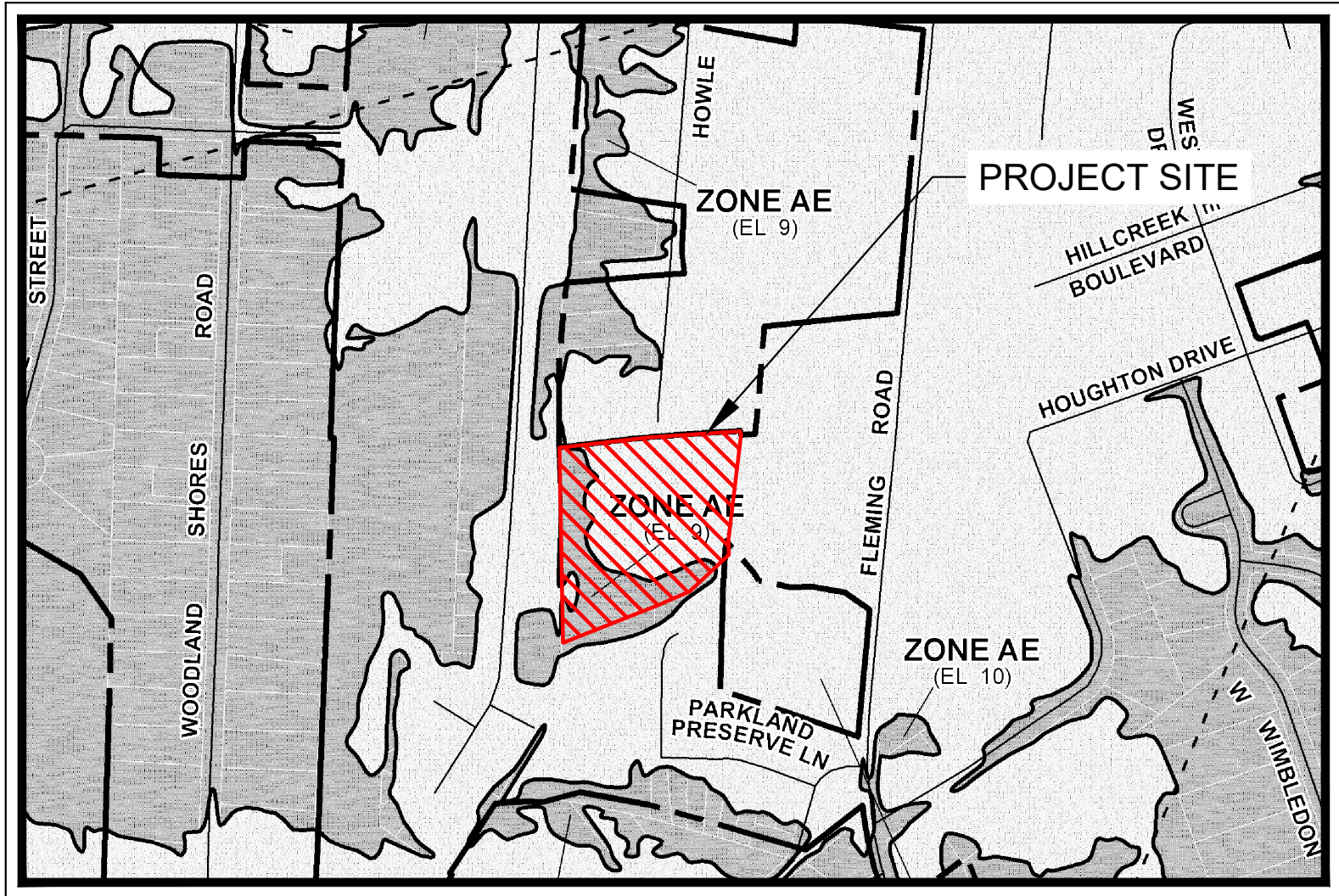
this the _____ day of _____, 20____.

By _____

Title _____

Drawing name: K:\CHA_LDEV\013156 City of Charleston\008 Howle Ave\02 - DWG\PlanSheets\CO-00 - COVER SHEET.dwg CO-00 COVER SHEET Mar 25, 2025 8:16am By: evan.macle
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

CIVIL CONSTRUCTION DRAWINGS
FOR
HOWLE AVE STORMWATER RETROFIT
HOWLE AVE, CITY OF CHARLESTON, SC 29412



FEMA MAP

THE PROJECT SITE DOES LIE WITHIN FLOOD HAZARD ZONE AE PER FIRM
PANEL 45019C0513K DATED 01/29/2021.

PROJECT CONTACTS

OWNER / APPLICANT: CITY OF CHARLESTON
2 GEORGE ST, SUITE 2100
PHONE: (843) 724-3764
CONTACT: TARLETON CAVE JR.

LANDSCAPE ARCHITECT: KIMLEY-HORN & ASSOCIATES, INC.
115 FAIRCHILD STREET, SUITE 250
CHARLESTON, SC 29492
PHONE: (843) 823-6793
CONTACT: ANDREW TODD-BURKE, P.L.A.
EMAIL: ANDREW.TODD-BURKE@KIMLEY-HORN.COM

CIVIL ENGINEER: KIMLEY-HORN & ASSOCIATES, INC.
115 FAIRCHILD STREET, SUITE 250
CHARLESTON, SC 29492
PHONE: (843) 737-6390
CONTACT: THOMAS PURCELL, P.E.
EMAIL: THOMAS.PURCELL@KIMLEY-HORN.COM

SWPPP CERTIFICATION:

I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCR10000.

ADA NOTE:

THE PUBLIC 10-FT PATH WILL BE ADA COMPLIANT.

PARCEL NO.: 343-07-00-055
ZONING: SR-4 (SINGLE FAMILY RESIDENTIAL)

CITY OF CHARLESTON, SC

PROPERTY AREA = 3.65 ACRES
TOTAL DISTURBED AREA = 2.5 ACRES

CITY OF CHARLESTON PROJECT ID #: TRC-SP2023-000695

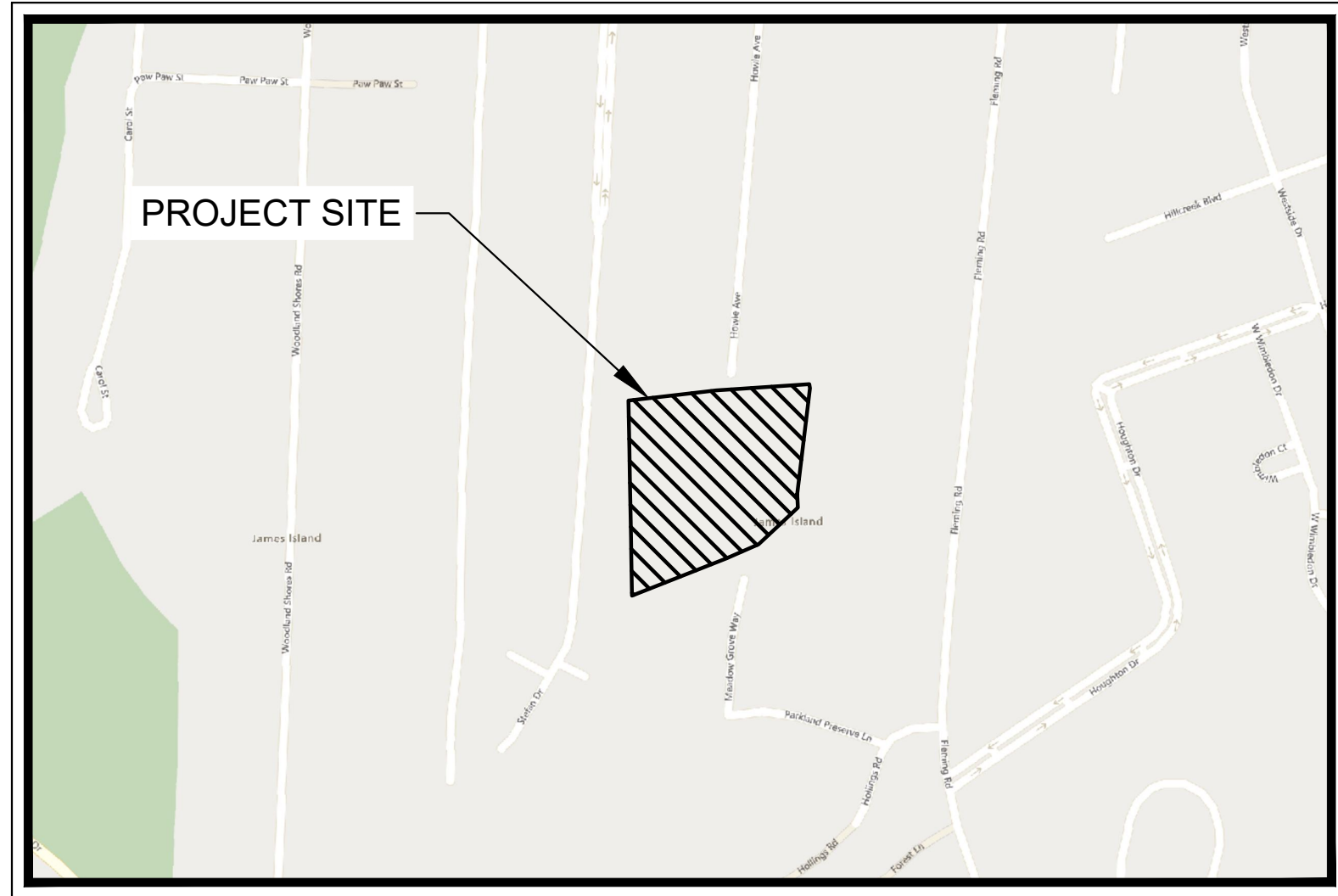
PROJECT NARRATIVE:

THE PROJECT PROPOSES THE REDEVELOPMENT OF A 3.65 ACRE UNDEVELOPED PARCEL OF LAND TO PROVIDE ADDITIONAL FLOODPLAIN STORAGE OF APPROXIMATELY 1.42 AC-FT. ADDITIONALLY, THE PROJECT WILL INCLUDE THE CONSTRUCTION OF A PEDESTRIAN PATH, AND LANDSCAPING. THE OVERALL PROJECT DISTURBED AREA IS 2.5 ACRES. APPROXIMATELY 0.12 AC OF JURISDICTIONAL WETLANDS AND 0.02 AC OF NON-JURISDICTIONAL WETLANDS WILL BE IMPACTED. THE PROJECT WILL NOT INCREASE IMPERVIOUS COVERAGE FOR THE PROPOSED IMPROVEMENTS.

ALL ELEVATIONS SHOWN ARE BASED ON NAVD 88.

NOTES:

- ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.
- IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE **CONTRACTOR** MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.
- THE APPROVAL OF THESE PLANS AND THE ISSUANCE OF THIS LAND DISTURBANCE PERMIT DOES NOT IN ANY WAY SUGGEST THAT ALL OTHER REQUIREMENTS FOR THE LEGAL OR APPROPRIATE OPERATIONS FOR THIS ACTIVITY, WHICH MAY REQUIRE ADDITIONAL PERMITTING HAVE BEEN MET. THE ONUS IS ON THE OWNER/DEVELOPER/ BUILDER TO DISCOVER WHAT ADDITIONAL PERMITTING OR APPROVALS MAY BE NECESSARY TO OPERATE FROM THIS POINT IN AN APPROPRIATE AND LEGAL MANNER. PLAN APPROVAL OR PERMIT ISSUANCE DOES NOT ABSOLVE THE APPLICANT FROM COMPLYING WITH ALL APPLICABLE LAWS, STANDARDS, OR OTHER PERMITS WHICH MAY BE REQUIRED FOR THIS PROJECT.



VICINITY MAP

N.T.S.

CIVIL SHEET INDEX

REVISION	SHEET NUMBER	SHEET TITLE
5	C0-00	COVER SHEET
5	C0-01	GENERAL NOTES
5	C1-00	EXISTING CONDITIONS AND DEMOLITION PLAN
5	C3-00	SITE, GRADING & DRAINAGE PLAN
5	C5-10	EROSION CONTROL PLAN PHASE 1
5	C5-20	EROSION CONTROL PLAN PHASE 2
5	C5-30	EROSION CONTROL PLAN PHASE 3
5	C5-80	EROSION CONTROL DETAILS
5	C6-00	CONSTRUCTION DETAILS
4	L1-00	LANDSCAPE PLAN
2	L1-01	LANDSCAPE DETAILS
2	L1-02	LANDSCAPE DETAILS - SEED MIX

STORMWATER DESIGN STANDARDS MANUAL (SWDSM)
DESIGN EXCEPTIONS

APPLICABLE SECTION	DESCRIPTION OF THE DESIGN EXCEPTION	SUBMITTAL DATE	APPROVAL DATE

PROJECT: HOWLE AVE STORMWATER RETROFIT
HOWLE AVE, CITY OF CHARLESTON, SC 29412

TITLE: COVER SHEET

DATE
09/18/2023

PROJECT NO.
013156008

SHEET NUMBER
C0-00

ISSUED FOR CONSTRUCTION
REISSUED PER CITY OF CHARLESTON COMMENTS
REISSUED PER CITY OF CHARLESTON COMMENTS
REISSUED PER CITY OF CHARLESTON COMMENTS
ISSUED FOR PERMIT REVIEW
ISSUED FOR PRE-APP MEETING

5
4
3
2
1
0

NO REVISIONS

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1080 MORRISON DRIVE, SUITE 240
CHARLESTON, SOUTH CAROLINA 29403
PHONE (843) 737-6390
WWW.KIMLEY-HORN.COM

SOUTH CAROLINA
KIMLEY-HORN AND ASSOCIATES, INC.
No. C00166
STATE OF SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 43319
JAMES P. PURCELL
09/18/2023


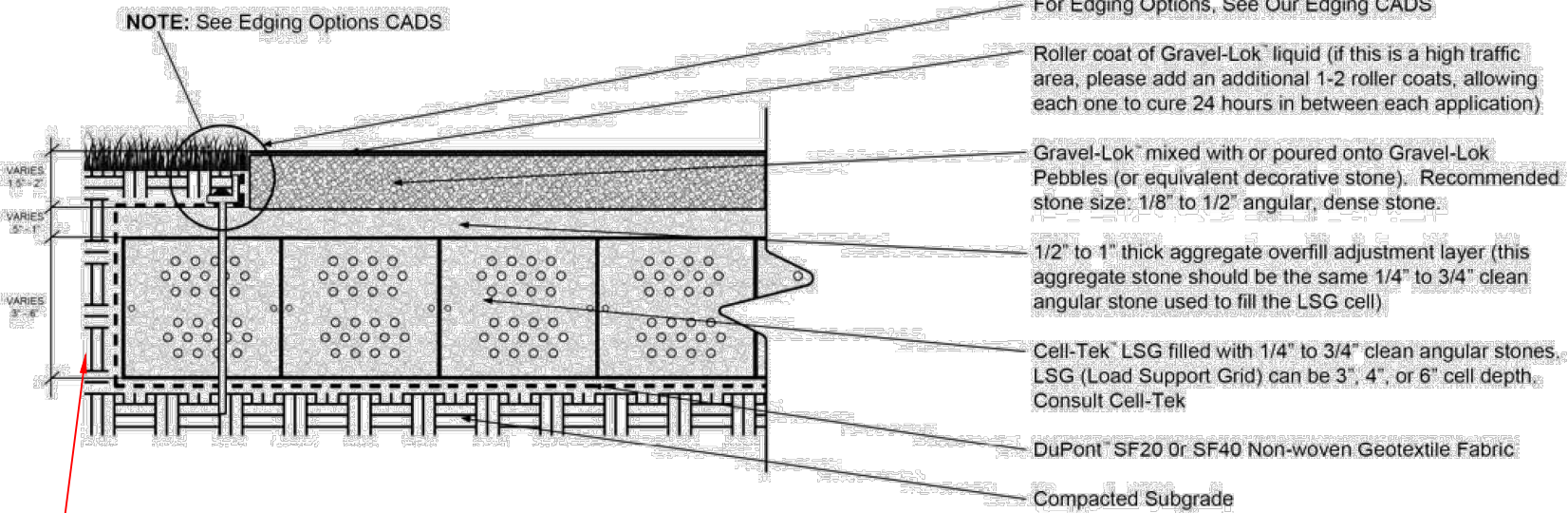
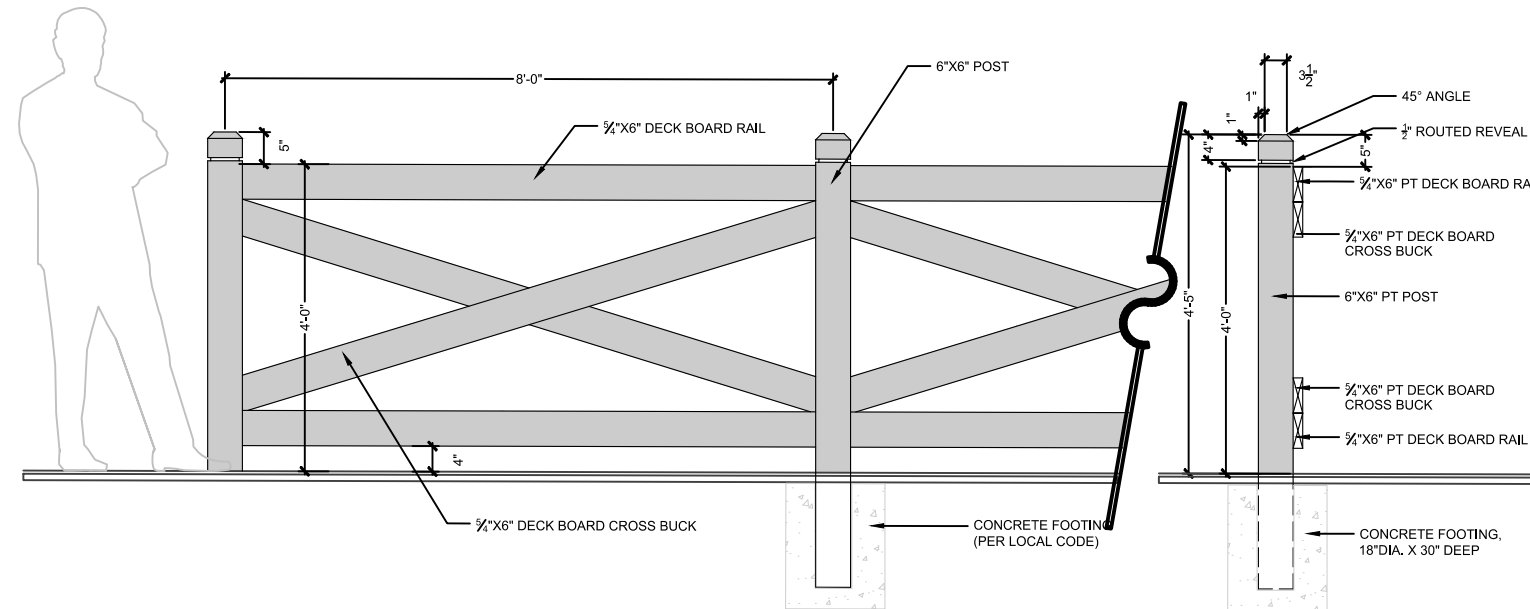
SCALE: AS SHOWN
DRAWN BY: ARC
DESIGNED BY: JPM
CHECKED BY: JPM

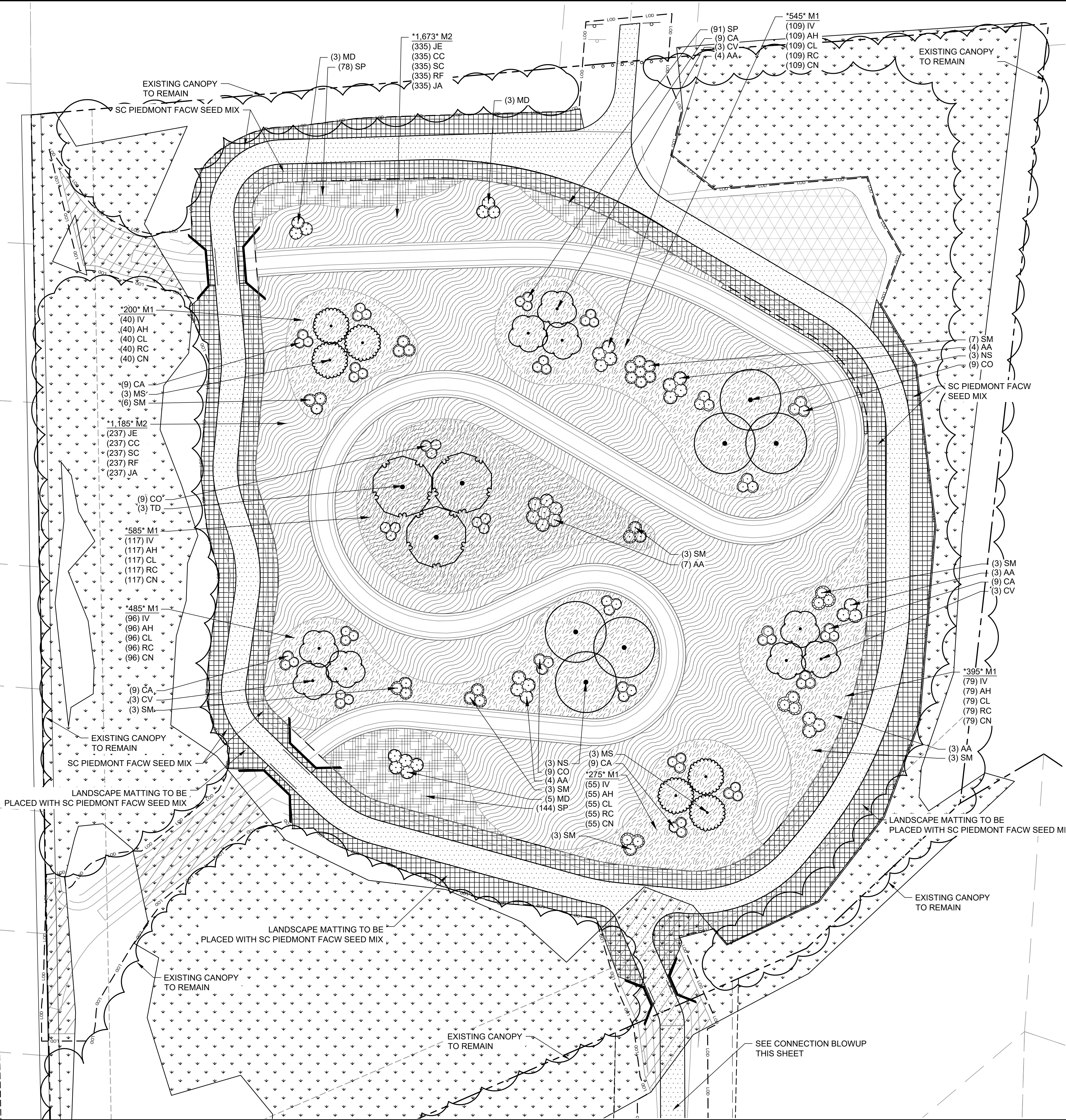
CITY OF CHARLESTON
2 GEORGE ST.
SUITE 2100
CHARLESTON, SC 29401
PHONE: 843.724.3764

03-25-2025
02-12-2023
08-15-2024
04-19-2024
01-29-2024
09-18-2023

KHA
KHA
KHA
KHA
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KHA

DATE
BY

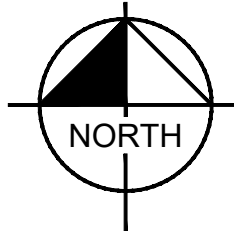
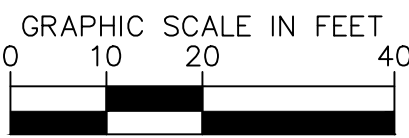
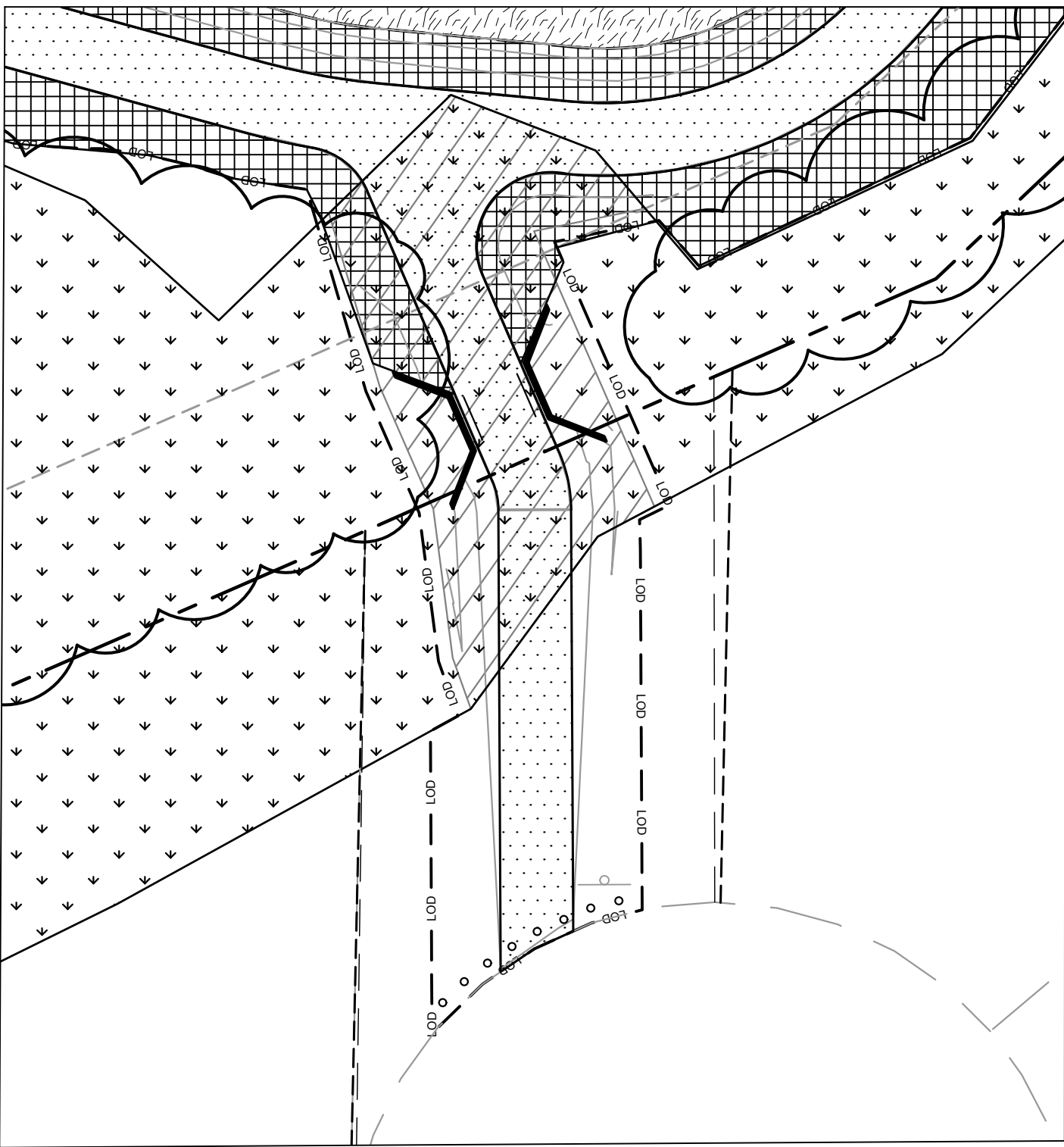
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PLANT SCHEDULE

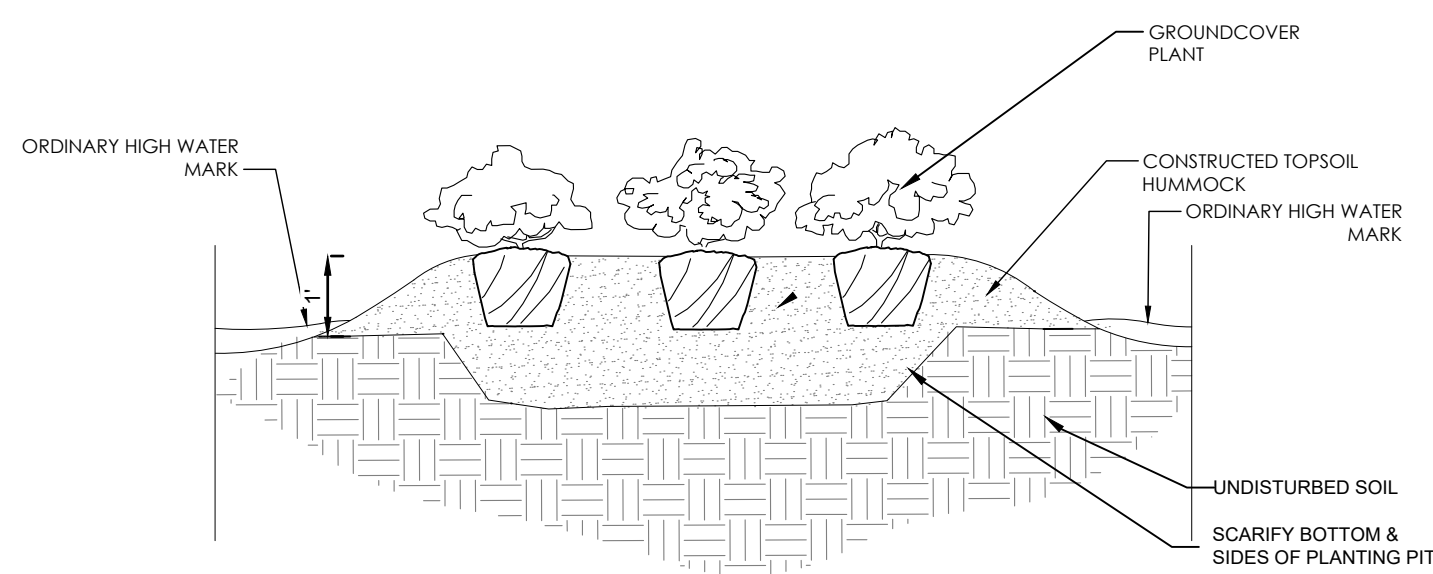
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	HEIGHT
TREES							
	CV	9	WHITE FRINGETREE	CHIONANTHUS VIRGINICUS	1.5" CAL.	B&B	6' MIN.
	MS	6	SWEETBAY MAGNOLIA	MAGNOLIA VIRGINIANA	1.5" CAL.	B&B	6' MIN.
	NS	6	TUPELO	NYSSA SYLVATICA	2" CAL.	B&B	10' MIN.
	TD	3	BALD CYPRESS	TAXODIUM DISTICHUM	2" CAL.	B&B	10' MIN.
SHRUBS							
	AA	25	SWEET AZALEA	AZALEA ARBORESCENS	3 GAL.	POT	24" MIN.
	CO	27	BUTTONBUSH	CEPHALANTHUS OCCIDENTALIS	3 GAL.	POT	24" MIN.
	CA	45	SWEET PEPPERBUSH	CLETHRA ALTERNIFOLIA	3 GAL.	POT	24" MIN.
	MD	11	DON'S DWARF WAX MYRTLE	MORELLA CERIFERA 'DON'S DWARF'	3 GAL.	POT	24" MIN.
	SM	31	DWARF PALMETTO	SABAL MINOR	3 GAL.	POT	24" MIN.
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	SPACING
GROUND COVERS							
	M1	2,475	GROUND COVER MIX 1	MIX 1			
	IV	495	NORTHERN BLUE FLAG	IRIS VERSICOLOR	1 GAL.	POT	36" O.C.
	AH	495	EASTERN BLUE STAR	AMSONIA HUBRICHTII	1 GAL.	POT	36" O.C.
	CL	495	SEA OATS	CHASMANTHIUM LATIFOLIUM	1 GAL.	POT	36" O.C.
	RC	495	WHITETOP SEDGE	RHYNCHOSPORA COLORATA	1 GAL.	POT	36" O.C.
	CN	495	BLUE MISTFLOWER	CONOCLINIUM COELESTINUM	1 GAL.	POT	36" O.C.
	M2	2,860	GROUND COVER MIX 2	MIX 2	1 GAL.	POT	36" O.C.
	JE	572	SOFT RUSH	JUNCUS EFFUSUS	1 GAL.	POT	36" O.C.
	CC	572	CHEROKEE SEDGE	CAREX CHEROKEENSIS	1 GAL.	POT	36" O.C.
	SC	572	LIZARD'S TAIL	SAURURUS CERNUUS	1 GAL.	POT	36" O.C.
	RF	572	ORANGE CONEFLOWER	RUBECCKIA FULGIDA	1 GAL.	POT	36" O.C.
	JA	572	AMERICAN WATER-WILLOW	JUSTICIA AMERICANA	1 GAL.	POT	36" O.C.
	SP	313	SALTMEADOW CORDGRASS	SPARTINA PATENS	1 GAL.	POT	36" O.C.
	M3	14,230SF	SC PIEDMONT FACW SEED MIX	(SEE SHEET L1-02)			

CONNECTION TO MEADOW GROVE WAY



PROJECT:	HOWLE AVE STORMWATER RETROFIT HOWLE AVE, CITY OF CHARLESTON, SC 29412	TITLE:	LANDSCAPE PLAN	DATE	02-12-2025	BY	KHA		
				PROJECT NO.	013156008	DATE	08-15-2024	BY	KHA
				SHEET NUMBER	L1-00	DATE	04-19-2024	BY	KHA
				REVISIONS			DATE	01-29-2024	BY
CLIENT:				CITY OF CHARLESTON 2 GEORGE ST. SUITE 2100 CHARLESTON, SC 29401 PHONE: 843.724.3764					
DESIGNED BY:				R/C					
CHECKED BY:				ATB					
SCALE:				AS SHOWN					
DRAWN BY:				R/C					
DESIGNED BY:				R/C					
CHECKED BY:				ATB					
PROJECT:				HOWLE AVE STORMWATER RETROFIT HOWLE AVE, CITY OF CHARLESTON, SC 29412					
TITLE:				LANDSCAPE PLAN					
DATE				1/29/2024					
PROJECT NO.				013156008					
SHEET NUMBER				L1-00					

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
115 FAIRCHILD STREET, SUITE 250
CHARLESTON, SOUTH CAROLINA 29492
PHONE (843) 737-6390
WWW.KIMLEY-HORN.COM

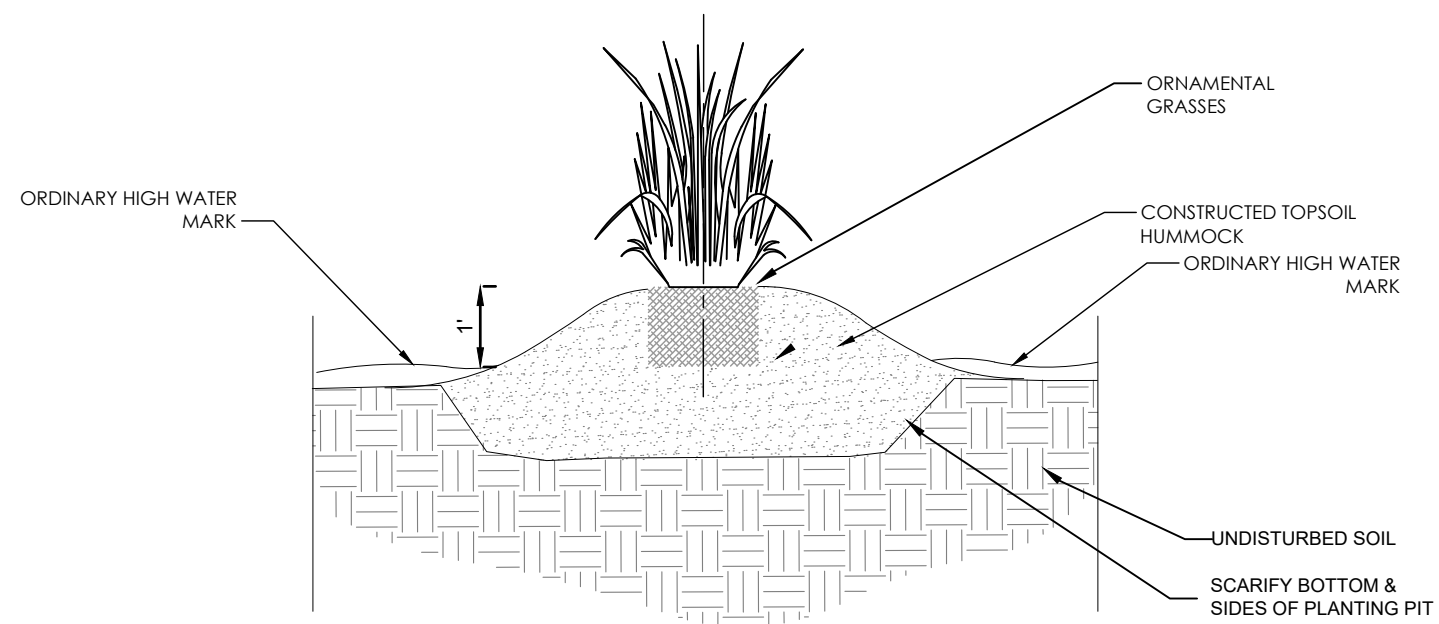


PLANTING NOTES:
1. SPLIT PLANT ROOTS WITH 2-3 EQUALLY-SPACED VERTICAL CUTS.

GROUNDCOVER & SHRUB PLANTING DETAIL

SCALE: NTS

SECTION

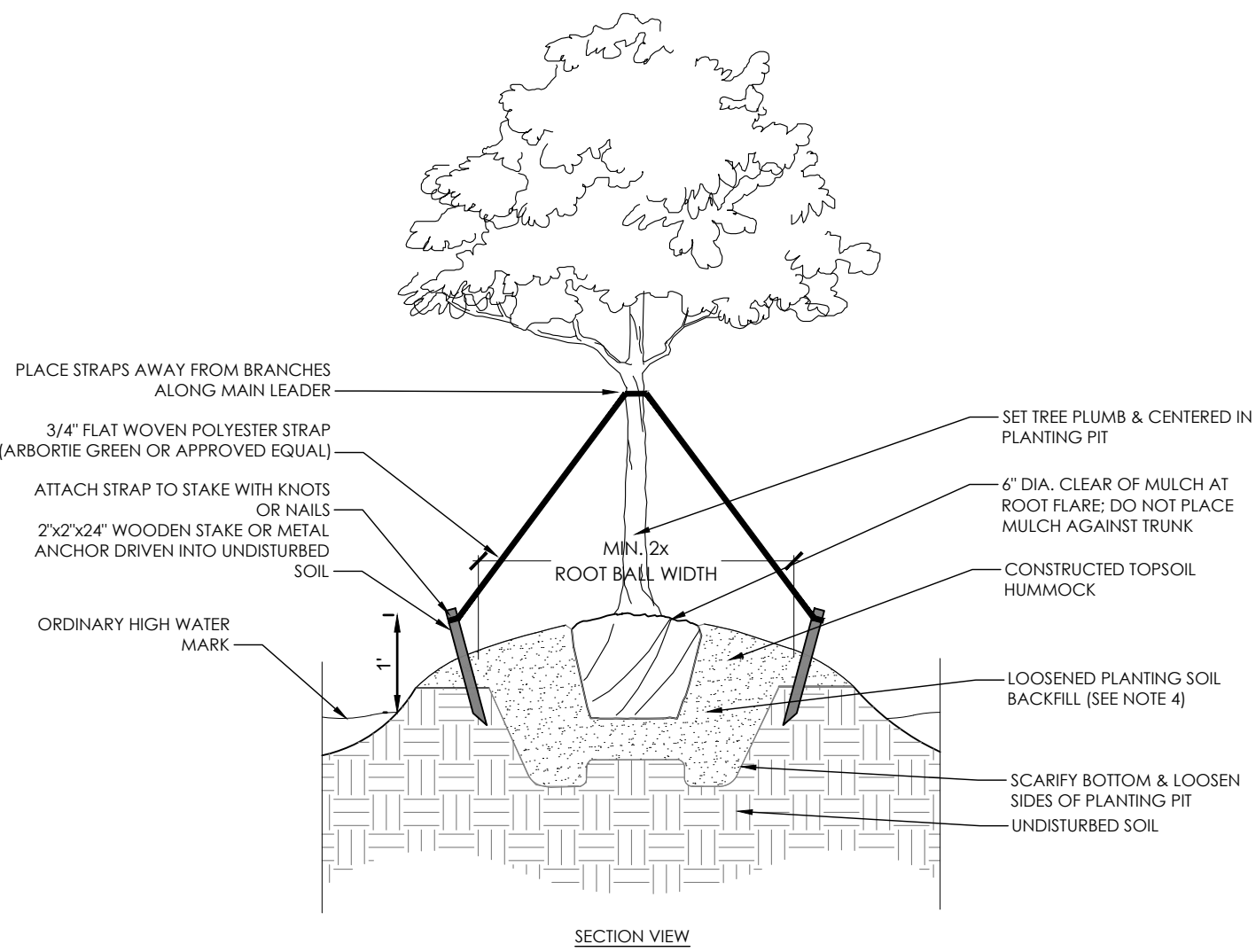


PLANTING NOTES:
1. SPLIT PLANT ROOTS WITH 2-3 EQUALLY-SPACED VERTICAL CUTS.

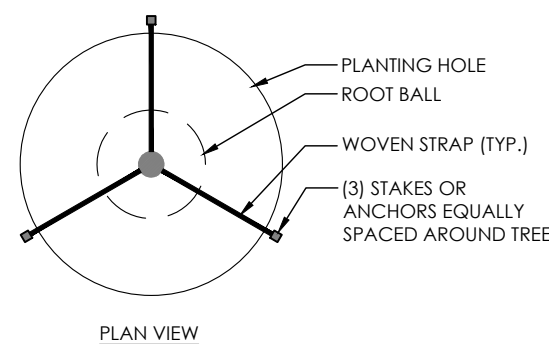
SHRUB AND ORNAMENTAL GRASS PLANTING DETAIL

SCALE: NTS

SECTION



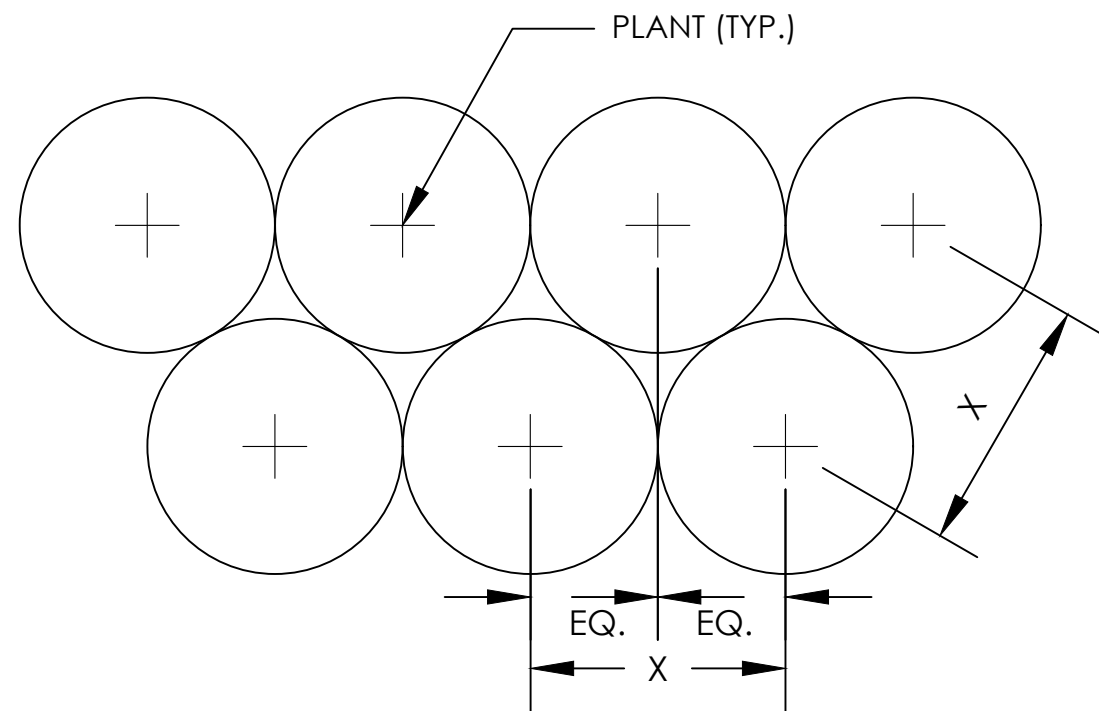
1. FOR CONTAINER PLANTS, REMOVE CONTAINER & SCARRY ROOT MASS PRIOR TO PLANTING.
2. FOR BARE ROOTED, CONIFERS, REMOVE TOP HALF OF WIRE BASKET & BURLAP MATERIAL. REMOVE ALL TWINE, ROPE & WIRE FROM ROOT BALL.
3. SET ROOT BALL ON STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS 1" ABOVE FINISHED GRADE. TAMP SOIL FIRMLY AROUND BOTTOM OF ROOT BALL TO SET TREE PLUMB.
4. DIG & TURN PLANTING SOIL TO REDUCE COMPACTION. LIGHTLY TAMP SOIL AROUND ROOT BALL IN 6" LIFTS TO BRACE THE TREE. DO NOT OVER-COMPACT. MIX COMPOST INTO EACH LIFT OF BACKFILL AS RECOMMENDED IN INSTRUCTIONS. POUR WATER AROUND ROOT BALL TO SETTLE SOIL. AND BACKFILL AS REQUIRED TO MEET REQUIRED FINISHED GRADE.
5. A 3" HIGH x 8" WIDE BARRIER SHALL BE MADE AROUND THE ROOT BALL.
6. PRUNE TREES ONLY AS NEEDED TO REMOVE DEAD OR BROKEN BRANCHES.



TREE PLANTING DETAIL

SCALE: NTS

PLAN/SECTION



PLANT SPACING NOTES:

1. SEE PLANTING PLAN FOR GROUND COVER PLANTING AREAS.
2. PLANTS SHALL BE INSTALLED IN STRAIGHT AND PARALLEL ROWS UNLESS OTHERWISE SHOWN ON DRAWINGS.
3. SEE PLANT SCHEDULE FOR PLANT SPACING REQUIREMENTS ("X" DIMENSION IN THIS DETAIL).

PLANT SPACING DETAIL

SCALE: NTS

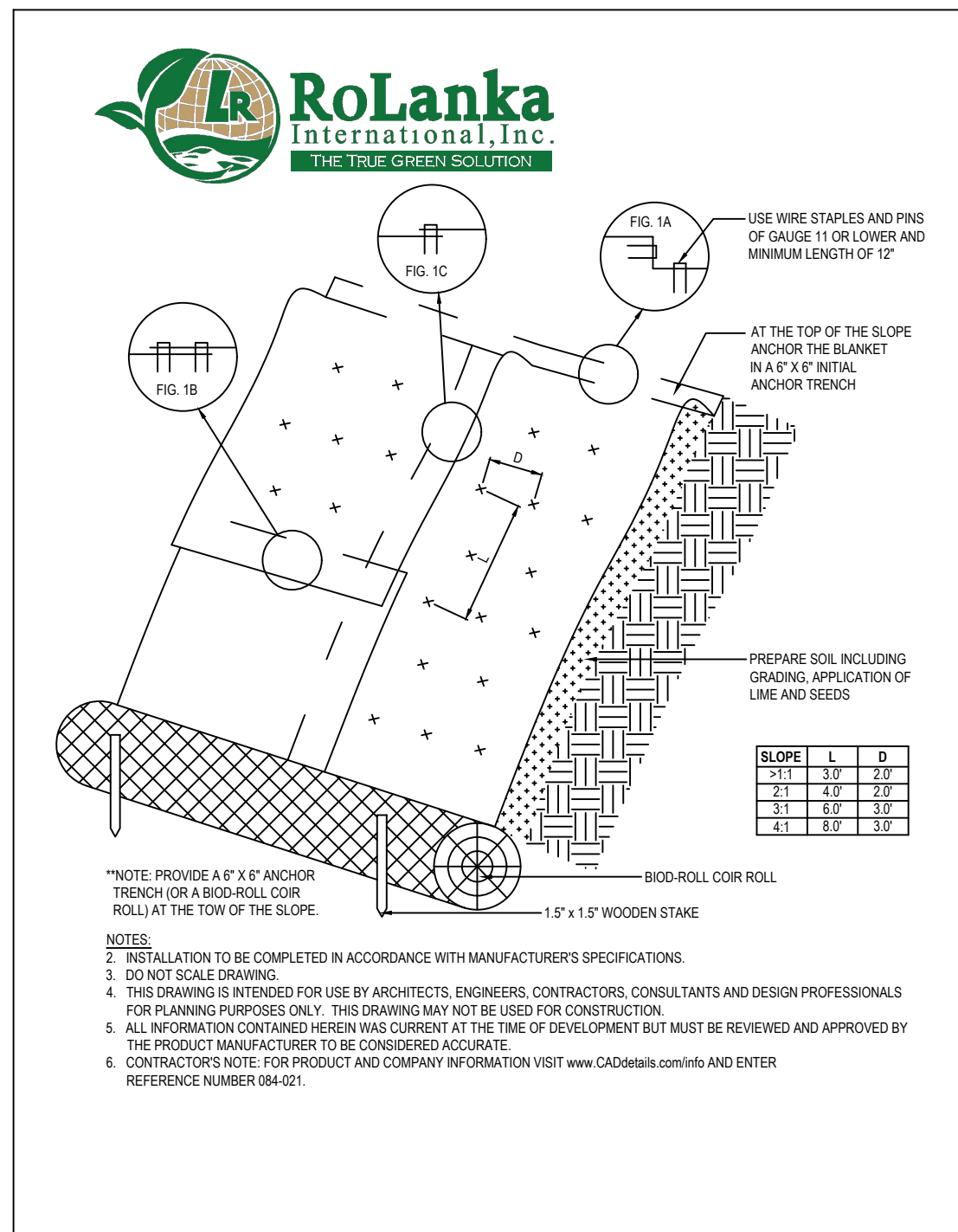
PLAN

GENERAL NOTES

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
3. ALL TREES MUST HAVE A STRAIGHT TRUNK AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL TREES LOCATED WITHIN VEHICLE SIGHT TRIANGLES SHALL BE BRANCHED MIN. 8" (MEASURED FROM ADJACENT PROJECTED CURB LINE ELEVATION PER ANSI Z59.1 STANDARDS) FOR HEIGHT OF BRANCHING - STREET TREES.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL UTILITY ADJUSTMENTS WITH FINAL FINISH GRADE. ALL UTILITIES SHALL SIT FLUSH WITH FINISH GRADES (BOTH PAVED AND LANDSCAPED SURFACES).
8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THE LANDSCAPE PLANS BEFORE PRICING THE WORK. ANY DISCREPANCIES BETWEEN QUANTITIES ON PLAN AND PLANT LIST SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT LANDSCAPE ARCHITECT AND ANY FIELD ADJUSTMENTS OR QUANTITY ADJUSTMENTS MUST BE AUTHORIZED PRIOR TO ORDERING AND PLANTING.
9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, WEEDING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL SUBSTANTIAL COMPLETION.
10. THE CONTRACTOR SHALL COMPLETELY WARRANTED ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE WARRANTY PERIOD.
11. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION. CONTRACTOR SHALL CONTACT THE PROJECT LANDSCAPE ARCHITECT A MINIMUM OF ONE (1) WEEK IN ADVANCE TO SCHEDULE STAKING.
12. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO SUBSTANTIAL COMPLETION OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE MEETING ALL PLANT SCHEDULE SPECIFICATIONS.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH 2-4" RIVER GRAVEL. ANY EXISTING LANDSCAPE BEDS THAT ARE DISTURBED MUST BE RIVER GRAVEL TO MATCH EXISTING RIVER GRAVEL FOUND WITHIN LANDSCAPE BED.
15. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
16. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
17. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
18. THE TOP OF ALL ROOT BALLS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE, AS BORN TO PREVIOUS GRADE AND GROWING CONDITIONS.
19. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
20. FAILURE TO INSTALL PLANT MATERIAL PER THIS PLAN WILL JEOPARDIZE ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTIONS OF PLANT MATERIAL.
21. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES & ORDINANCES REGARDING LANDSCAPING. GENERAL CONTRACTOR IS TO CLEAN THE ENTIRE SITE OF ALL CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

WETLAND & STORMWATER QUALITY OBJECTIVES

- 1. CREATE SELF SUSTAINING, HIGH FUNCTIONING WETLAND WATERCOURSE SYSTEM:** THE EXISTING WETLAND DEPRESSION IS A VERY LOW-FUNCTIONING ECOSYSTEM. THE WETLAND IS SMALL AND ISOLATED, IS DRAINED AND LACKS WETLAND HYDROLOGICAL CONDITIONS THROUGHOUT MUCH OF THE AREA. LACKS VEGETATION AND VEGETATION THAT IS NOT THOUGHT OF AS BEING A WETLAND. DEGRADES RATHER THAN IMPROVE WATER QUALITY. IT FUNCTIONS MORE AS A NON-WETLAND THAN A WETLAND. ITS SOLE WETLAND FUNCTION IS TO DETAIN STORMWATER RUNOFF. THE PROPOSED WETLAND SYSTEM WILL BE A HIGH FUNCTIONING AND LARGER WETLAND WITH WETLAND VEGETATION AND WETLAND CONDITIONS, WITH A DIVERSITY, AND ABUNDANCE OF WETLAND VEGETATION AND WILDLIFE, AND WITH THE ABILITY TO CONTINUE TO RETAIN STORMWATER RUNOFF AND THEREBY PROVIDE FLOOD CONTROL AND TREAT SURFACE WATER.
- 2. ENHANCE HYDROLOGIC CONDITIONS:** THE EXISTING SUBSURFACE DRAINAGE SYSTEM IS DISABLED. THE PROPOSED WETLAND SYSTEM WILL PROVIDE WETLAND CONDITIONS THROUGHOUT EXISTING AND PROPOSED WETLAND AREAS.
- 3. ENHANCE AND DIVERSIFY VEGETATIVE COMMUNITY:** MUCH OF THE EXISTING WETLAND AND WATERCOURSE IS MAINTAINED AS LAWN. THE REMAINING AREAS ARE VEGETATED WITH MOSTLY INVASIVE PLANT SPECIES. THE RESTORED AND EXPANDED WETLAND AND WATERCOURSE WILL BE VEGETATED WITH A DIVERSITY OF NATIVE TREES, SHRUBS AND GROUND COVERS. THE DIVERSITY OF VEGETATION WILL BE ACHIEVED THROUGH THE CREATION OF A DIVERSITY OF HABITAT CONDITIONS: HIGH MARSH AND LOW MARSH.
- 4. ENHANCE AND DIVERSIFY WILDLIFE COMMUNITY:** THE EXISTING WETLAND AND WATERCOURSE PROVIDE A LIMITED FAUNA. DUE TO THE DIVERSITY OF SOIL, MICROTOPOGRAPHIC AND HYDROLOGIC CONDITIONS OF THE PROPOSED RESTORED AND EXPANDED WETLAND AND THE DIVERSITY AND ABUNDANCE OF WETLAND VEGETATION, THE WETLAND WILL SUPPORT AN ABUNDANCE AND DIVERSITY OF WETLAND WILDLIFE. BIRDS, MAMMALS, REPTILES, AMPHIBIANS, AND INSECTS WILL USE AND BE FOUND AT THE PROPOSED RESTORED AND EXPANDED WETLAND.
- 5. ENHANCEMENT OF WATER QUALITY:** WATER QUALITY WILL BE ENHANCED THROUGH THE REDUCTION OF A POLLUTANT SOURCE AREA AND THROUGH THE REMOVAL OF POLLUTANTS FROM THE WETLAND. FOLLOWING THROUGH THE WETLAND AND POLLUTANT REMOVAL WILL INCREASED THROUGH THE PROPOSED WETLAND RESTORATION AND EXPANSION DESIGN FEATURES.



LANDSCAPE MATTING DETAIL

SCALE: NTS

PLAN

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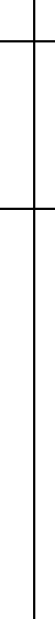
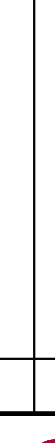






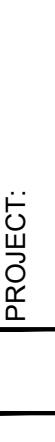

PROJECT:	HOWLE AVE STORMWATER RETROFIT	CLIENT:	CITY OF CHARLESTON	SCALE:	AS SHOWN																																																																																								
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EXHIBIT B
Contractor's Bid

[CONTRACTOR'S BID ON NEXT PAGES]