

City of Charleston
South Carolina

**WILLIAM S.
COGSWELL, JR.**
Mayor

TIM KEANE
Section Chief - Planning
Permitting, Engineering

ROBERT SOMERVILLE
Section Chief - Public
Works

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

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on February 24, 2025 to begin at 5:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

1. January 27, 2025

C. Request to Set a Public Hearing

None

D. Old Business

None

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

1. **Marshes at Daniel Island, Phases 1A & 1B** – Stokely Way (50' R/W), Bellemeade St. (20' RW), Etta Way (50' R/W), Simone Drive (38' R/W), Callender Dr. (20' R/W)

- a. Title to Real Estate
 - b. Exclusive Stormwater Drainage Easement Agreement
 - c. Affidavit for Taxable or Exempt Transfers
 - d. Plat
2. Acceptance and dedication of an Exclusive Stormwater Drainage Easement Agreement on property owned by The Spinx Company, Inc. as part of the Spinx West Wildcat project (TRC ID# TRC-SP2020-000317) that involved the construction of a new gas station/convenience store. Said easement is for the reconfiguration of the existing drainage easement and associated drainage system serving William E. Murray Boulevard through this site and into Glenn McConnell Parkway. This system has been inspected and approved by the Department of Stormwater Management for compliance with the approved construction plans.
 - a. Exclusive Stormwater Drainage Easement Agreement
 - b. Plat

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

1. **43 Broad St. (The Little Market)** – Installing sign encroaching into City right of way. This encroachment is temporary
2. **350 Bayley Rd.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
3. **494 King St. (Kohler)** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
4. **1397 Smythe St.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
5. **72 Wentworth St. (Sapphire Boutique)** – Installing sign encroaching into City right of way. This encroachment is temporary.
6. **90 Cannon St. (Sonder)** – Installing sign encroaching into City right of way. This encroachment is temporary.
7. **909 Fish Camp Rd.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
8. **191 W. Poplar St.** – Installing paver driveway apron encroaching into City right of way. This encroachment is temporary.
9. **2124 Coffey St.** – Installing paver driveway apron encroaching into City right of way. This encroachment is temporary.
10. **2158 Pierpont.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
11. **194 Brailsford St.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.

G. Public Service Department Update

1. Director Updates

H. Stormwater Management Department Update

1. Forest Acres Drainage Improvement – Project Update
2. Approval of a construction contract in the amount of \$178,709 for emergency lining of 36" CMP in the Sandhurst neighborhood
3. Rebellion Road - Outfall Cleaning Project Update
4. Howle Stormwater Park – Project Update

I. Miscellaneous Business

1. Approval of the 4th Amendment to the Comprehensive Integrated Water Plan with Black & Veatch to develop a Flood Resilience Project for the Rosemont and Bridgeview neighborhoods. The amended additional contract amount of \$200,000 will be paid with General Fund Reserves.
2. Authorization for the Mayor to execute a contract in the amount of \$200,000.00, in a form substantially similar to the Professional Services Contract attached hereto, with Robinson Design Engineers to provide engineering services as outlined in the attached proposal.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

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

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

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

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

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

Grantee's Mailing Address:

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

Portion of TMS No.:

340-03-00-007

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor

Witness Number One

Printed Name

Witness Number Two

Printed Name

Southcoast DFH Charleston LLC

Printed Name Ryan Leaphart

STATE OF South Carolina)
)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

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

Signature of Notary: Encarna Robinson

Print Name of Notary: Encarna Robinson

Notary Public for South Carolina

My Commission Expires: 12/21/2032

SEAL OF NOTARY



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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

WITNESSES:

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

Print Name: Kenneth Leach

Witness # 1

Print Name: Jennifer Thompson

Witness #2

By: [Signature]

Print Name: Ryan Leaphart

Its: D.P.

Date: 12/5/2024

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
Ryan Leaphart, the D.P. of
Southcoast DFH Charleston, LLC, on this 5th day of December, 2024.

Signature: [Signature]

Print Name of Notary: Encarna Robinson

Notary Public for South Carolina

My Commission Expires: 12/21/2032

SEAL OF NOTARY



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

WITNESSES:

CITY OF CHARLESTON

Print Name: _____

Witness #1

Print Name: _____

Its: _____

Date: _____

Print Name: _____

Witness #2

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON)

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

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

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EXHIBIT A

[LEGAL DESCRIPTION OF GRANTOR PROPERTY]

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

TMS Number: 340-03-00-007

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

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

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

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

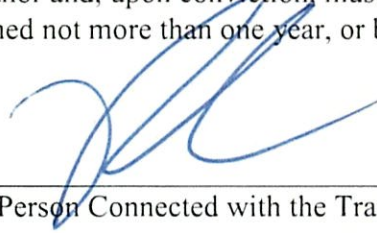
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by SOUTHCOAST DFH CHARLESTON LLC
to CITY OF CHARLESTON on OCTOBER, 2024.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration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

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

Check Yes _____ or No _____

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

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



Responsible Person Connected with the Transaction

Southcoast DFH Charleston LLC

Print or Type Name Here

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



[illegible]



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

**EXCLUSIVE STORMWATER
DRAINAGE EASEMENTS AGREEMENT
(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this “Agreement”) is made and entered into on the Effective Date (as hereinafter defined), by and between THE SPINX COMPANY, INC., a South Carolina corporation (“Grantor”) and the CITY OF CHARLESTON (“Grantee” or “City”).

RECITALS

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

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

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

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

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

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

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

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's

successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

WITNESSES:

GRANTOR: THE SPINX COMPANY,
INC., a South Carolina corporation

Print Name: _____
Witness # 1

By: _____
Print Name: _____
Its: _____
Date: _____

Print Name: _____
Witness #2

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGEMENT

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

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

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A

[LEGAL DESCRIPTION OF GRANTOR PROPERTY]

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Charleston, identified as 5.66 acres, more or less, lying at the intersection of the northeasterly right-of-way of William E. Murray Blvd and the northerly edge of the right-of way of West Wildcat Boulevard, according to a plat of survey entitled "PROPERTY LINE ABANDONMENT THE SPINX COMPANY INC" prepared by EAS Professionals, Inc., dated February 1, 2021, and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on September 21, 2021 in Plat Book L21 at Page 0377. Reference is hereby made to said plat for a metes and bounds description thereof.

TMS No: 306-00-00-012

This being the same property conveyed to The Spinx Company, a South Carolina corporation by deed of The Whitfield Company, LLC, a South Carolina limited liability company, dated July 22, 2019 and recorded in the Charleston County Register of Deeds Office in Book 0813 at Page 970 on August 6, 2019, and by deed of The Whitfield Company, LLC, a South Carolina limited liability company, dated July 22, 2019 and recorded in the Charleston County Register of Deeds Office in Book 0813 at Page 971 on August 6, 2019.

EXHIBIT B

[DESCRIPTION OF EASEMENT AREAS]

All those certain drainage easements of various widths being shown and labeled “CCDE,” “COCDE,” or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, “STORMWATER EASEMENT PLAT FOR THE SPINX COMPANY, INC.,” prepared by Daniel J. Stiles (SCPLS No. 17933), dated November 6, 2023, last revised on the date shown thereon, and recorded on _____, in Plat Book _____ at Pages _____ through _____ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

H2.)

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Stormwater Management

PRODUCT: CIPP Lining for Storm Drain Pipe at Sandhurst Neighborhood

VENDOR: B&C Land Development

DATE: 02/13/2025

1. Describe in detail the Emergency and impact to City operations.

A large portion of the Sandhurst neighborhood drains through a system of corrugated metal pipes that have deteriorated over time due to tree intrusion and tidal flooding. Recently we have had reports of large sinkholes in residents' yards creating hazards for those who live there. A recent video inspection of these pipes confirmed that the pipes were in poor condition and could collapse at any moment. If the pipes were to collapse, the system would cause major flooding to the surrounding properties.

2. Describe in detail the item affected and what corrective action is needed.

The corrugated metal pipe system is approximately 520 LF with sizes of 30" and 36". These pipes will need to be repaired. In order to improve the system, we have selected a method that will cure in place a new pipe. This method is called CIPP (Cured-in-place pipe). The CIPP method will allow the contractor to reduce construction impacts to the surrounding properties and produce a new pipe system within the walls of the existing pipes. No pipes will have to be removed since the new pipe construction can be accessed via the existing catch basins. After the CIPP Lining is complete, the sinkholes will be filled, and the grade will return to normal.

3. What is the estimated cost and time to complete repair/replacement.

The cost for the lining is \$178,709.00. Construction will take approximately 10 days. We reached out to two other contractors who perform work with us but neither responded to our requests. Based on our experience, the estimated cost above is reasonable in respect to this type of work.

Requester Signature _____

Title: Senior Project Manager

Approver Signature  _____

Title Director of Stormwater Management

City of Charleston

Short Form Construction Contract

THIS CONTRACT, made this ____ day of _____, 20____ by and between:

The Owner:
City of Charleston
80 Broad Street
Charleston, SC 29401

and

The Contractor:
B&C Land Development, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455
Contractor's License Number:
SC _G113138_____
State Number

ARCHITECT ENGINEER – The A/E of Record for this Project is: City of Charleston – Department of Stormwater Management, Benjamin L. Smith, P.E.

2022-SM0007 Sandhurst – Cured-in-Place Pipe (CIPP) Improvement Project
(City's Project Name)

BACKGROUND:

- A. The Owner advertised for bid certain work to install 520 LF 36" CIPP Lining of existing corrugated metal pipe, including dewatering and any associated work necessary to complete the Work, according to the Request for Bid, Bid Addenda, and Drawings, (attached and incorporated into this Contract as EXHIBIT A) (collectively, "Project").
- B. The Contractor bid (Section 01140 – BID in Exhibit A) to perform the Scope of Services ("Work"), and the Owner accepted the Contractor's Bid/Quote.
- C. The Contractor has represented to the Owner that it is prepared and qualified to provide the Work to complete the Project.
- D. 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 01140 – BID.

THIS CONTRACT: The Project shall be performed in accordance with the General Terms and Conditions contained on pages 2 through 13 of this Contract.

City of Charleston

By: _____
Signature
[Name]
[Title]

B&C Land Development

By: Charles Rooke
Signature
[Name] Charles Rooke
[Title] President

ATTACHMENT(S)

- 1. General Terms and Conditions
- 2. EXHIBIT A – Request for Bid, ~~Bid Addenda~~, Drawings, and Contractor's Bid/Quote

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GENERAL TERMS AND CONDITIONS

The Owner and Contractor agree to all of the following terms and conditions.

ARTICLE 1 – 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 Bid, Bid Addenda, Drawings, and Contractor's Bid/Quote.
- C. **Time of Performance; Liquidated Damages.**
1. The Effective Date of this Contract shall be the date written above.
 2. The Date Of Commencement shall be 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 shall be **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.
 - ii. The Date Of Final Completion shall be the date that the Work has been completed and the Project requires no additional work and has been accepted by the Owner.
 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

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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. Payments To The Contractor for acceptable Work performed shall be as follows:

1. The Lump Sum Contract Amount Of **\$178,709.00** shall be paid to the Contractor within 45 days after the Date of Final Completion.
2. THE LUMP SUM CONTRACT AMOUNT is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: N/A

ARTICLE 2 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this Contract shall consist of the following:
1. A fully executed Short Form Construction Contract (document on preceding page);
 2. General Terms and Conditions (this document);
 3. Exhibit A;
 4. All Change Orders and Change Directives.
- B. In the event of a conflict between the terms and conditions contained in this Short Form Construction Contract and any of those contained in any attachments hereto, the terms and conditions of this Short Form Construction Contract shall govern and control.

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 shall 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.

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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 shall 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 shall be responsible for the acts or omissions of the Contractor's agents and employees or those of subcontractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, subcontractor, 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 shall:

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 shall 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.

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ARTICLE 4 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the Owner. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit 3 sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The Owner will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos containing product.
2. The Contractor shall 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. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall 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 shall 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 shall 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 shall 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 the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the Owner.

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2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the Owner, which shall be granted only with the concurrence of the Owner.

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:
 - a. For the Contractor or subcontractor on Work performed by its own forces:

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

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

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. 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.

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.

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2. If requested by the Owner, 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 on Page 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 - PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 2 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall 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.
- C. Payment under a Lump Sum contract shall be paid within forty-five (45) days of receipt of the invoice. The invoice for the Contractor's Work shall be submitted to

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the Owner at the completion of the Work and after the Owner's acceptance of the Work in its entirety.

- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. 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,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

ARTICLE 6 – 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.
- 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 7 – 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 8 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination

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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 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 9 – 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

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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 10 – INDEMNITY

- A. 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 11 – 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 be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
1. Premises – Operations;
 2. Independent Contractor's Protective;
 3. Products and Completed Operations;
 4. Personal and Advertising Injury;
 5. Contractual, including specified provisions for Contractor's obligations;
 6. Broad Form Property Damage, including Completed Operations;
 7. Owned, Non-Owned and Hired Vehicles; and,
 8. Errors and Omissions.
- C. The insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:

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

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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 place and /or stored at Owner's Property

- 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~~

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~~The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.~~

~~1. Bonds shall each be in the amount of 100% of the amount of the Contract.~~

~~2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:~~

- ~~a. be issued by a surety company licensed to do business in South Carolina; and,~~
- ~~b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,~~
- ~~c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,~~
- ~~d. display the Surety's Bond Number.~~

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 12 – 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 13 – 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.
- 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.

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- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 14 – SUBCONTRACTORS

If the Contractor engages independent consultants, associates, or subcontractors 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. Independent consultants, associates, subcontractors, and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 15 – 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 16 – 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 17 – MISCELLANEOUS

- A. 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.
- B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or subcontractor to assist in the performance of the Work.

Exhibit A

SECTION 01105

REQUEST FOR BID

*****SEE ATTACHED SOLICITATIONS TO CONTRACTOR
FROM THE CITY OF CHARLESTON AND THOMAS & HUTTON*****

(End of Section 01105)

From: [Smith, Benjamin](#)
To: Charles@bclanddev.net
Subject: Sandhurst CIPP Lining
Date: Friday, November 22, 2024 8:48:00 AM
Attachments: [Video Request Map - Flat.pdf](#)
[image001.png](#)

Charles,

Thanks for meeting with me yesterday and hopefully we can get this project moving. I have a contractor looking at the tree today so I should have a price for that today or Monday.

I've attached a map showing the size and lengths of the pipes to be lined. This map was for a video request but should work with for this work.

Let me know if you have any questions.

Thanks,

Benjie

Benjamin L. Smith, P.E., Stormwater Engineering Project Manager III

City of Charleston | Department of Stormwater Management

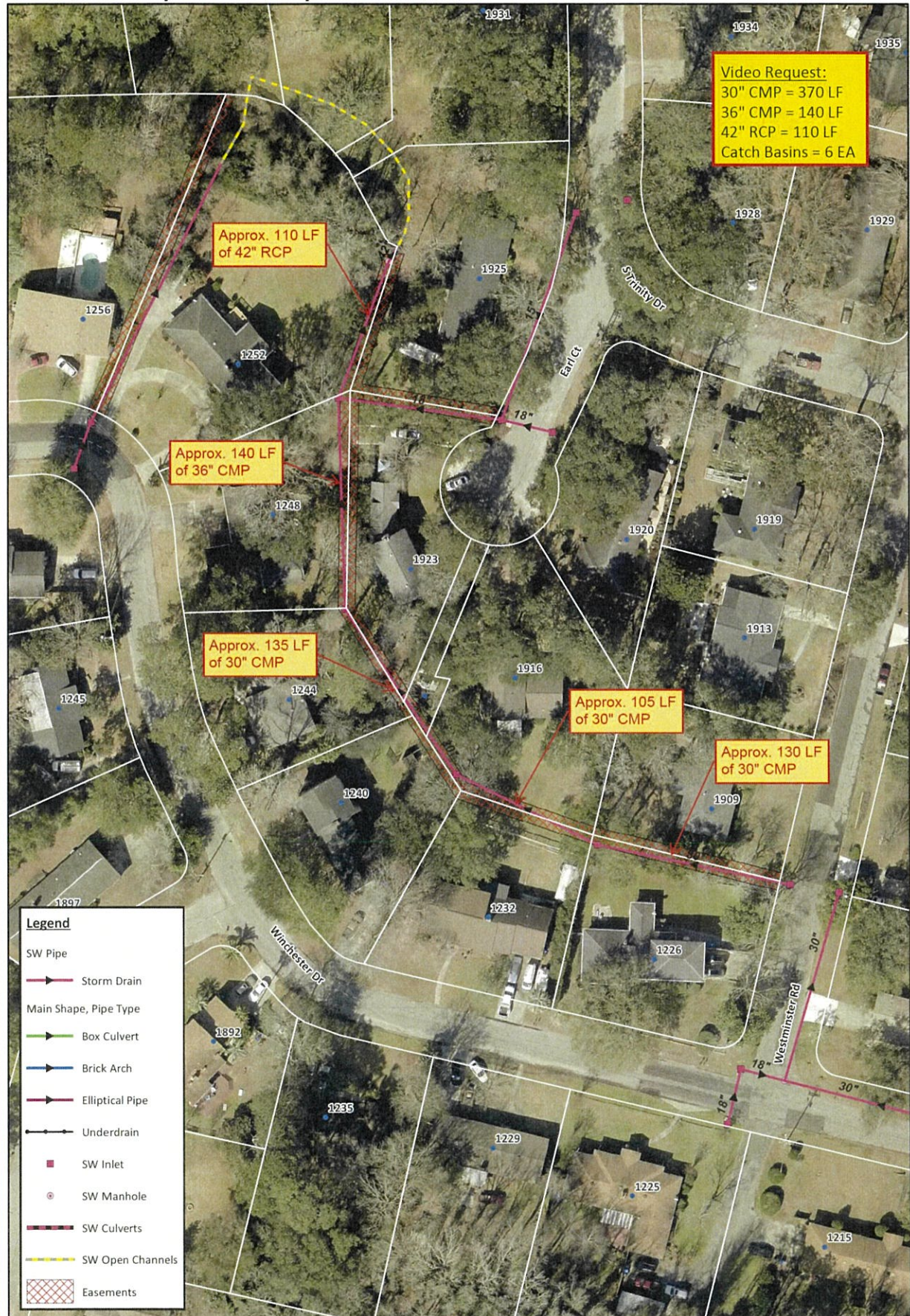
2 George Street | Suite 2100 | Charleston, SC 29401

T: (843) 720-2715 | smithb@charleston-sc.gov | www.charleston-sc.gov

CityLogo_Email



Sandhurst - Pipe Video Request



Video Request:
 30" CMP = 370 LF
 36" CMP = 140 LF
 42" RCP = 110 LF
 Catch Basins = 6 EA

Legend

- SW Pipe
- Storm Drain
- Main Shape, Pipe Type
- Box Culvert
- Brick Arch
- Elliptical Pipe
- Underdrain
- SW Inlet
- SW Manhole
- SW Culverts
- SW Open Channels
- Easements



City of Charleston
 Department of Public Service
 Engineering Division
 2 George St, Suite 2100
 Charleston, SC 29401
www.charleston-sc.gov

**STORMWATER
 MANAGEMENT**



0 30 60 120 180 Feet
 1 inch = 60 feet
 Date: 5/14/2024

Important Disclaimer Notice
 The City of Charleston makes no warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any information provided herein or derived from the mapping data for any reason. The City of Charleston explicitly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The user knowingly waives any and all claims for damages against any and all of the entities comprising the City of Charleston that may arise from the mapping data.

From: [Aton, Hillary](#)
To: charles@bclanddev.net
Cc: [Smith, Benjamin](#)
Subject: RE: City of Charleston - Pipe Rehabilitation
Date: Tuesday, December 24, 2024 3:43:59 PM
Attachments: [City of CHS - Pipe Rehabilitation.pdf](#)

~~ATTENTION: This e-mail and any attachments are confidential and may be subject to legal review. If you are not a named addressee, please do not click on any links or open any attachments. If you are a named addressee, please do not forward this e-mail to anyone outside of the City of Charleston.~~

Good afternoon Charles,

I just wanted to touch base once more with an update, and to see if you had any interest in providing a quote for this emergency repair work for the City.

The City had the water oak that was growing into the catch basin at 1916 Earl Court remove, to provide a better visual for access and lining of the pipe system.

Let me know if you have any questions or would like to discuss in order to provide a quote.

Thanks for your time and hope you have a Merry Christmas!
Hillary

HILLARY ATON, PE | Principal/Project Manager
THOMAS & HUTTON
p 843-725-5272
e aton.h@tandh.com
a 682 Johnnie Dodds Blvd.; Suite 100 | Mt. Pleasant, SC 29464
[vCard](#) | [Website](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

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From: Aton, Hillary
Sent: Thursday, November 14, 2024 4:10 PM
To: charles@bclanddev.net
Subject: RE: City of Charleston - Pipe Rehabilitation

Good afternoon Charles,

I just wanted to touch base with you once more on possibly providing a quote for the City if you are interested in the work. I would like to correct item #5 below. The City is willing to approve and perform this work under an emergency repair, so they wouldn't need to bid it out.

The City has a second emergency lining repair job at Brittlebank Park, and the emergency repair approach would apply to that project as well if you are interested in doing both projects.

Let me know if you have any questions or would like to discuss further. I would be happy to loop in the City PM on a call if needed.

Thank you for your time and consideration,
Hillary

HILLARY ATON, PE | Principal/Project Manager

THOMAS & HUTTON

p 843-725-5272

e aton.h@tandh.com

a 682 Johnnie Dodds Blvd.; Suite 100 | Mt. Pleasant, SC 29464

[vCard](#) | [Website](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

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From: Aton, Hillary

Sent: Wednesday, October 9, 2024 5:18 PM

To: charles@bclanddev.net

Subject: City of Charleston - Pipe Rehabilitation

Good afternoon Charles,

Thanks for taking my call and a few minutes to chat about the City's project. Attached is an exhibit that shows the section of pipe in the Sandhurst neighborhood in West Ashley that the City is looking to rehabilitate. It is about 625 LF an existing 36" CMP rear lot drainage system that is failing. They want to line the pipe however access is a challenge. The system lies within a narrow 12' drainage easement with numerous encroachments (fences and sheds). In addition, the system is not a straight shot (there are at least 3-4 structures with a slight jog in the system alignment). Below is the City PM's input regarding the scope of work for the Sandhurst Neighborhood pipe rehabilitation project:

1. Contractor should clean the system then do an initial video inspection. Then after the work, the City would require another video inspection.
2. The City will contract any necessary tree removals, so need to include in the quote.
3. At this time, assume the contractor (or City) will obtain access through 1923 Earl Court. City has talked to this resident before, and he has allowed us access through his property to fill in a sink hole in his yard. The City would need to obtain a temporary construction easement on his property but for the contractor's quote assume the City can gain access.
4. City does not think CWS would have any objection to letting us use their access.

They have used it before. However, City does not think CWS would be agreeable to moving any of their equipment on the site. So if that is something that may need to happen the City will need to go ahead and reach out to CWS. Let us know.

5. Note: Any quote over \$100K will need to go out for public bid.
6. Contractor will most likely need to install a new catch basin where the tree is located on inlet. There are roots in it and most likely in portions of the pipe. City will handle temporary easement on 1916 Earl Court as well.

Let me know if you have any questions or need any additional information to provide a quote. We appreciate you looking at this!

Thank you,
Hillary

HILLARY ATON, PE | Principal/Project Manager

THOMAS & HUTTON

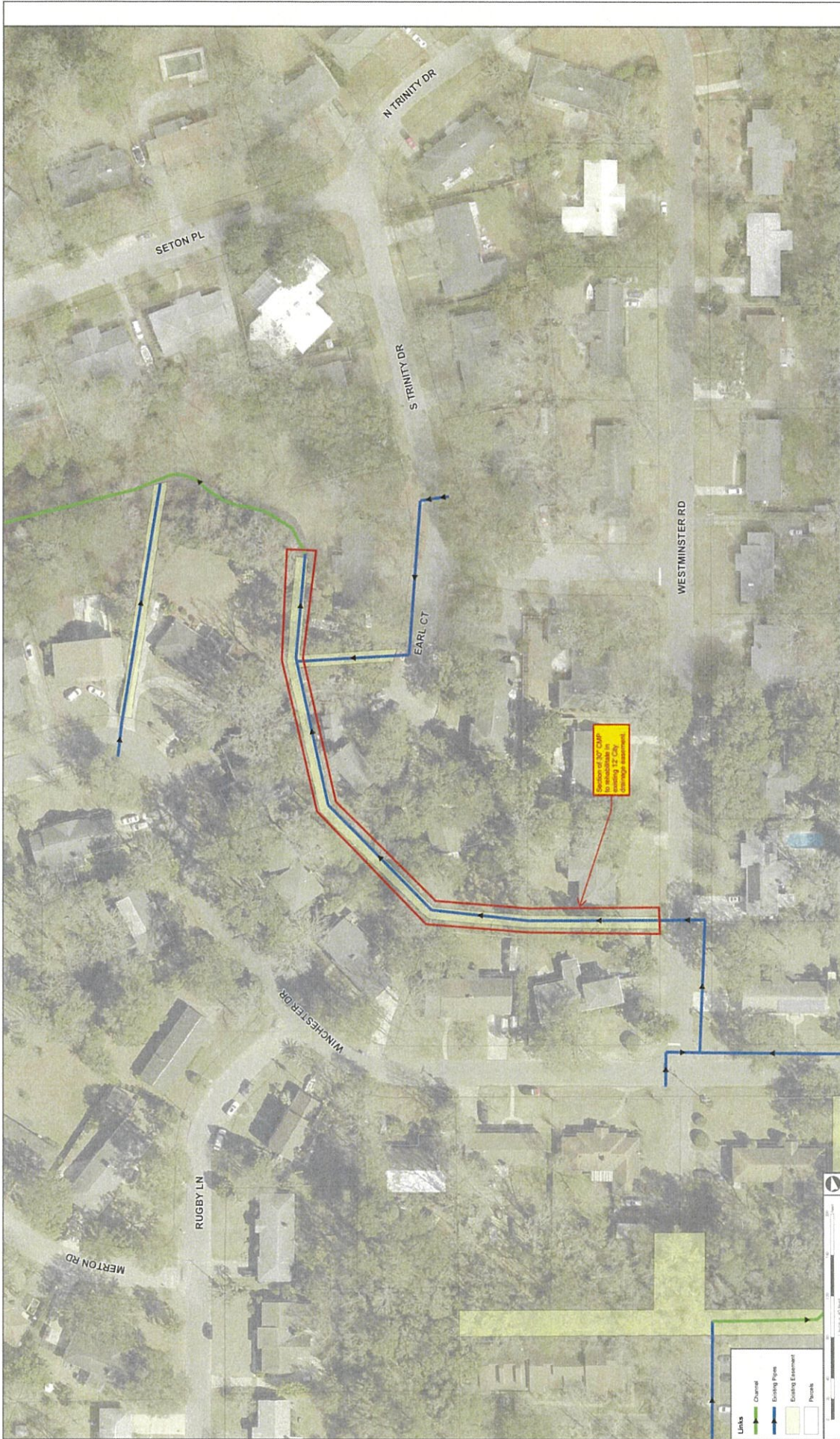
p 843-725-5272

e aton.h@tandh.com

a 682 Johnnie Dodds Blvd.; Suite 100 | Mt. Pleasant, SC 29464

vCard | **Website** | **LinkedIn** | **Facebook** | **Instagram**

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Sandhurst Neighborhood Drainage Improvements

City of Charleston, SC

Rehabilitation of Existing System

THOMAS & HUTTON
 GEOGRAPHIC INFORMATION SYSTEMS
 688 JOHANNES BOODE BLVD., SUITE 200
 MT. PLEASANT, SC 29564 • P: 843.419.0300
 WWW.THOMASANDHUTTON.COM
 COPYRIGHT © 2020 THOMAS & HUTTON

SECTION 01140

BID

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

FROM: B&C Land Development Inc

3785 Old Charleston Highway

Johns Island, SC, 29455

Phone 843-766-8109

Email Charles@bclanddev.net

of the City of Charleston, County of Charleston

and State of South Carolina, hereinafter called "Bidder."

PROJECT: **SANDHURST STORMWATER PIPE LINING PROJECT**

The Bidder, in compliance with your Request for Bid 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 _____

[Remainder of page intentionally left blank.]

B&C

LAND DEVELOPMENT, INC.

3785 Old Charleston Highway
 Johns Island, SC 29455
 843-766-8109 Phone
 843-766-8158 Fax
 www.bclanddev.com

Proposal

Date	Proposal #
2/10/2025	1783

Name / Address
City Of Charleston 2 George Street Charleston, S.C. 29401 Engineering Dept. Attn: Frank Newham

Project	
Sandhurst CIPP 2/25	
Description	Qty Rate Total
Sandhurst CIPP	
520 LF 36" CIPP lining of existing corrugated metal pipe	520 316.00 164,320.00
1 EA Dewatering, plugging and pumping	6,820.00 6,820.00
1 EA Mobilization	7,569.00 7,569.00
All materials are guaranteed to be as specified and the above work to be performed in accordance with drawings and specifications submitted and completed in a substantial workmanlike manner, for the sum of:	
\$178,709.00	
Note: Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.	
TERMS AND CONDITIONS: - Payment Terms, Payment Due upon completion - Proposal good for 30 days - Work to be performed during normal work hours (7:30 am - 5:00 pm) - Service charge of 18% APR per month on all past due invoices - No retainage held unless stipulated in a separate formal contract - B&C Must be paid in full before service will be put in use	PRICE DOES NOT INCLUDE: -Layouts, Asbuilts or Engineering - Permits, Impact or Tap fees - Mucking or hauling of muck material - Boring or Drilling of any type - Dewatering such as well pointing, if required well pointing will be priced by LF of installed pipe - Asphalt milling and overlay
ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined in the terms above.	
Signature: _____ Date of acceptance: _____	
B&C Land Development, Inc. will not begin work until the signed proposal has been returned to our office.	

Sandhurst Stormwater Pipe Lining Project

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

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

LUMP SUM BID

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

One hundred seventy eight thousand seven hundred nine _____ (Dollars) (\$ 178,709.00).

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.~~

[Remainder of page intentionally left blank.]

Sandhurst Stormwater Pipe Lining Project

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

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

A partnership consisting of N/A.

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

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

Respectfully Submitted:

(SEAL – if bid is by a

Corporation)

B&C Land Development Inc

(Contractor)

By: Charles Rooke

(Signature)

Charles Rooke

(Name)

President

(Title)

3785 Old Charleston Highway Johns Island SC 29455

(Address)

SC General Contractor's License No. CLG113138

Initial the following items to indicate compliance with specifications:

CR 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 South Carolina)

County of Charleston)

Charles Rooke, being first duly sworn, deposes and says that:

1. He is Charles Rooke of B&C Land Development Inc, 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)

Charles Rooke

President

(Title)

Subscribed and sworn to before me this 13 day of February, 2025.

Alicia M. [Signature]

Office Manager (title)

My commission expires 6/202032.

MWBE Compliance Provisions

Women/Minority Business Enterprise Forms

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

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

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

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: **B&C Land Development Inc**

Charles Rooke
Signature

Charles Rooke
Print Name

President
Title

2/13/2025
Date

Attest: Alicia M. [Signature]

Sandhurst Stormwater Pipe Lining Project
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: _____

Sandhurst Stormwater Pipe Lining Project

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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> (African American) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (American Indian) </div> <div> <input type="checkbox"/> (Women) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (Other) </div> </div> <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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> (African American) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (American Indian) </div> <div> <input type="checkbox"/> (Women) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (Other) </div> </div> <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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> (African American) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (American Indian) </div> <div> <input type="checkbox"/> (Women) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (Other) </div> </div> <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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> (African American) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (American Indian) </div> <div> <input type="checkbox"/> (Women) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (Other) </div> </div> <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: _____

Sandhurst Stormwater Pipe Lining Project

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: _____

Sandhurst Stormwater Pipe Lining Project

AFFIDAVIT C

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

Affidavit of B&C Land Development Inc
(Name of Offeror)

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

Sandhurst Stormwater Pipe Lining Project
(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: 2/13/2025 Name of Authorized Officer (Print/Type): Charles Rooke

Signature: Charles Rooke

Title: President

Sworn to before me this 13 day of February, 2025

Notary Public for the State of South Carolina

My Commission Expires: 6/20/2032

Print Name: Alicia Metz

Phone Number: 843-766-8109

Address: 3785 Old Charleston Highway, Johns Island, SC, 29455

Alicia Metz

Notary Seal:

(End of Section 01140)

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
2/13/2025

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

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

PRODUCER Propel Insurance 1410 Blanding Street; Suite 100 COM Construction SRM Columbia, SC 29201-2967	CONTACT NAME: Patrick Ross PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: patrick.ross@propelinsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company NAIC # 23434 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED B & C Land Development Inc B & C Utilities Inc 3785 Old Charleston Hwy Johns Island, SC 29455-7829		


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		A0188558004	02/15/2025	02/15/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car		A0188558001	02/15/2025	02/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		A0188558006	02/15/2025	02/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	A0188558005	02/15/2025	02/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Lease/Rent Equip Deductible Install Floater		A0188558002	02/15/2025	02/15/2026	100,000 500 50,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Charleston 2 George St Ste 2100 Charleston, SC 29401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

B & C Land Development Inc
3785 OLD CHARLESTON HWY
JOHNS ISLAND, SC 29455

DATE OF ISSUE		
MO	DAY	YEAR
6	11	2024

---- CLASS ----
8.1 - 237210

2025

LICENSE #	BL036521-04-2024
-----------	------------------

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

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

Amy K. Wharton

CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.113138

B & C LAND DEVELOPMENT INC

3785 OLD CHARLESTON HWY
JOHNS ISLAND SC 29455

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

GENERAL CONTRACTOR

for each Classification and Group Limitation listed below:

(If this license has a "Limited Building-LB" classification, work is limited to 3 stories in height)

Water & Sewer Lines-WL4

LICENSE NUMBER: CLG.113138

Initial License Date: 03/06/2007

EXPIRATION DATE: 10/31/2026

Qualifying Party(s): CHARLES S ROOKE

Group Limitation Per Job (i.e. BD2 = Group 2):

Group #1 - \$100,000

Group #4 - \$3,000,000

Group #2 - \$400,000

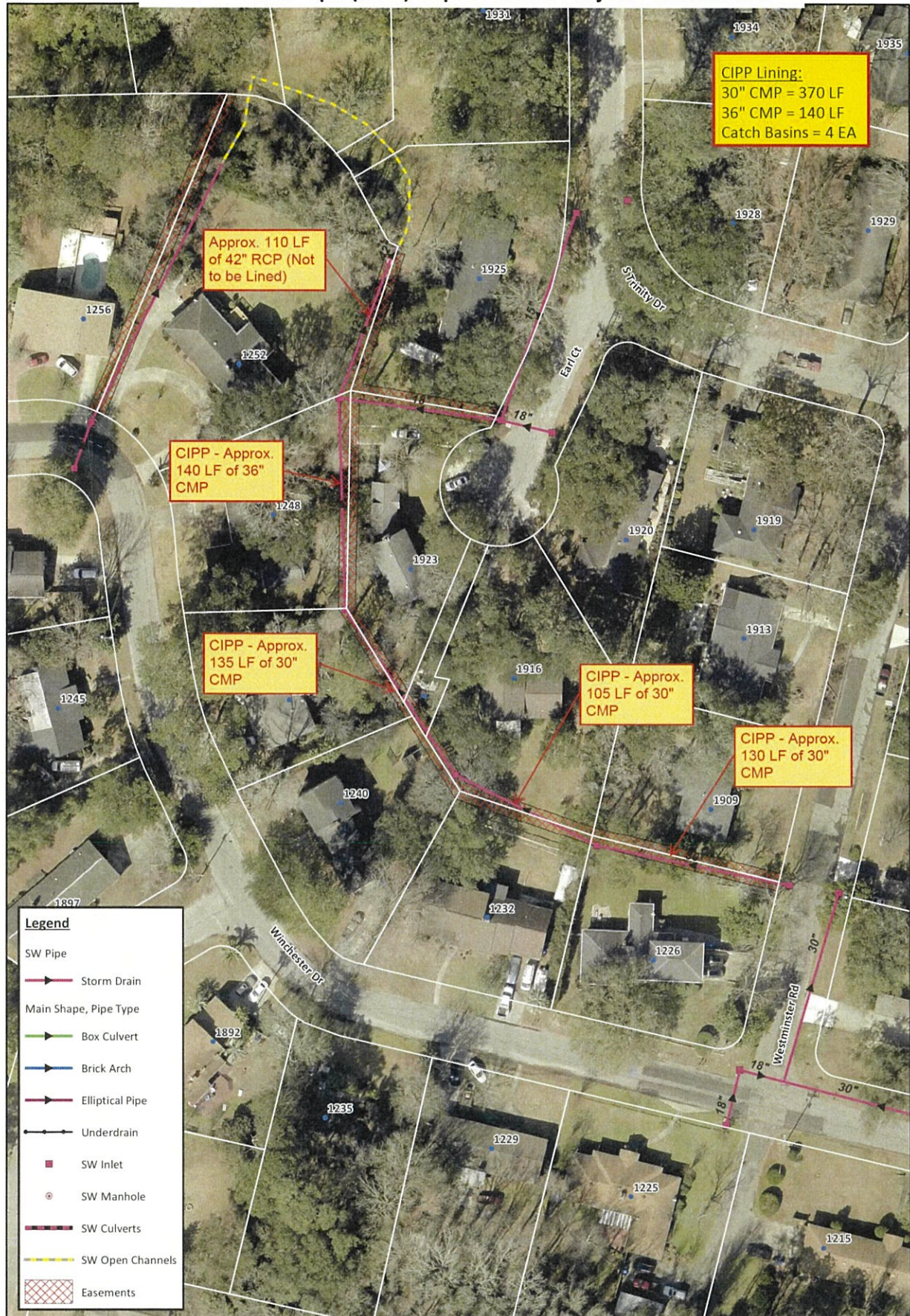
Group #5 - \$Unlimited

Group #3 - \$1,000,000

M. Monica W. Fulton
Board Executive

*** It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business on their behalf. ***

Sandhurst - Cured-in-Place Pipe (CIPP) Improvement Project - March 2025



City of Charleston**Contract Amendment for Professional Services**

Project: Professional Services for Comprehensive Integrated Water Plan

Owner:	City of Charleston Office of Resilience 2 George Street, Suite 2100 Charleston, SC 29401	A/E: Black & Veatch Corporation 550 King Street, Suite 400L Charleston, SC 29403
---------------	---	---

Original Contract Date: August 16, 2022

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

1. Description of the Contract Amendment:

Add Rosemont and Bridgeview neighborhoods into the Comprehensive Integrated Water Plan
(Amendment attached as **Exhibit A**)

Please see attached proposal from Black & Veatch dated January __, 2025.

2. Adjustments to the Contract Sum:

Original Contract Sum	\$ 1,000,000.00
Change by Previously Approved Contract Amendments.....	\$1,014,425.00
Contract Sum prior to this Contract Amendment.....	\$ 2,014,425.00
Amount of this contract Amendment, complete.....	\$ 200,000.00
New Contract Sum, including this Contract Amendment	\$ 2,214,425.00

3. Adjustments in Contract Time:

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

ARCHITECT/ ENGINEER:

Black & Veatch Corporation	(Date)
----------------------------	--------

OWNER:

William S. Cogswell Jr., Mayor	(Date)
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EXHIBIT A – PART 1
AMENDMENT 4
CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: Comprehensive Integrated Water Plan
Owner: City of Charleston (City), South Carolina
Consultant: Black & Veatch Corporation (BV)

SCOPE OF SERVICES
ROSEMONT FLOOD RESILIENCE PROJECT

Background

The Rosemont and Bridgeview neighborhoods of Charleston, South Carolina are located on a land bridge known as the Charleston Neck, between Charleston and North Charleston, bordered by the Ashley River, the Cooper River, and Interstate 26.

The residents of the Rosemont and Bridgeview neighborhoods frequently experience severe flooding during heavy rain and storm events. Roads become impassable, which restricts the residents' access to evacuation routes, emergency medical care, school, and work. With flooding events projected to become more frequent for coastal South Carolina with the impacts of sea level rise and increased rain intensity, the safety and quality of life for residents will continue to be threatened without interventions to reduce flooding and build the resilience of vulnerable communities.

The City of Charleston seeks to develop a Flood Resilience Project for Rosemont and Bridgeview that incorporates the latest science and planning strategies for the City, region, and state; including the flood resilience planning done under the Comprehensive Integrated Water Plan (Water Plan) for the City of Charleston, completed in 2024.

Prior engagement with Rosemont and Bridgeview established a need and a desire to develop a resilience plan that recognizes the benefits and challenges of the geographic location and environmental conditions of the Charleston Neck.

Additionally, community members and advocates articulated the following objectives to guide the Rosemont Resilience planning team:

- Create a nature-based approach to flood mitigation that avoids continued development in the Charleston Neck in favor of ecological restoration wherever possible.
- Integrate strategies for Rosemont and Bridgeview into city and regional resilience planning.
- Incorporate engagement strategies that work to establish ownership, stewardship, governance, and support local steering committees to champion the plan into the future.
- Develop plans and strategies that build community capacity in underserved communities.
- Build relationships between the communities and with City departments and partner agencies.
- Decrease the impacts of flooding to homes, roads, and other infrastructure.
- Increase access to the Ashley River for recreational purposes.

Key Partners

The Lowcountry Alliance for Model Communities (LAMC) - a grassroots nonprofit organization located in NC and SC - has been working in the City of Charleston with the Rosemont and Bridgeview neighborhoods, to advocate on behalf of residents for flood resilience planning for years. On behalf of these communities, LAMC was awarded a grant from the National Fish and Wildlife Fund (NFWF) to receive funding to support the Rosemont Resilience Plan and community engagement.

This planning process will engage with additional key partners, agencies, and organizations, including: the South Carolina Office of Resilience, the South Carolina Department of Health and Environmental Control, major employers, area universities, adjacent property owners, and national and local environmental organizations.

Scope Summary

The proposed scope for the Rosemont Resilience Plan is based on Black & Veatch's understanding of the City and LAMC's goals. The scope provided herein is focused on water management planning for the Rosemont Resilience Plan with the end goal of increasing Rosemont and Bridgeview's resilience to flooding through: 1) the integration of Water Plan ideas and concepts, and 2) the development of key strategies and projects that can be implemented in the short and long term to increase the resilience of these neighborhoods.

The water management plan to be completed by BV will be included in the overall Rosemont Resilience Plan being managed by LAMC. BV will be working directly for the City of Charleston but coordinating with LAMC and their partners as needed. This work will be completed in coordination with LAMC, however the Flood Resilience Plan, focused on flood mitigation strategies and solutions, will not be subject to the timeline for the overall comprehensive Rosemont Resilience Plan funded by NFWF.

The tasks (as outlined in this scope) are intended to organize and coordinate multiple efforts and allow for the efficient sequencing of sub-tasks and activities of related studies, planning, capacity building and engagement with Rosemont and Bridgeview.

Finally, the immediate needs and priorities of flood resilience and a desire for water access will remain at the forefront of all planning activities.

TASK BREAKDOWN

TASK 1: PROJECT MANAGEMENT

- 1.1 Project Coordination
 - a. Coordination Meetings with the City to include:
 - Project Kick Off
 - Monthly Coordination Calls
 - Project Completion and Delivery of Flood Resilience Plan
 - b. Coordination meetings with non-governmental, City, and State partners to ensure plan integration, strategy alignment, and project support. This scope assumes up to three meetings.
 - c. Periodic in person work sessions with project partners
- 1.2 Progress Updates
- 1.3 Project Invoicing

TASK 2: RESILIENCE FRAMEWORK

- 2.1 Develop a Resilience Framework to organize, coordinate, and compile resilience-related efforts for the communities of Rosemont and Bridgeview for the current planning phase through 2026. The Framework will structure key activities, strategies and themes and support multiple on-going initiatives as well as the engagement of multiple stakeholders and partner agencies.
 - a. Support LAMC to build a comprehensive timeline to further organize and coordinate related efforts, milestones, and deliverables.
 - b. Ensure close coordination with LAMC on the structure and design of the Framework and timeline.
 - c. Integrate and align with the planning goals and opportunities related to the USACE peninsula storm surge barrier, entering the Preconstruction, Engineering and Design (PED); including the nonstructural recommendations of the USACE for the Rosemont and Bridgeview communities.
 - d. Integrate and align with the planning and execution goals of the NOAA Grant for Advancing Nature-Based Restoration and Resilience within the Rosemont Community. Ensure constructive collaboration between the Rosemont Resilience Plan and the work proposed through the NOAA grant.

TASK 3: DATA COLLECTION

The Data Collection Task will be focused on assembly of existing data through coordination with the City and project partners. The goal of the Data Collection Task is to use existing supplement the information contained within the City's Water Plan to aid with advancement of the Needs Assessment and the Flood Resilience Implementation Roadmap. This work will include.

- 3.1 Compilation of Existing Data.
- 3.2 Documentation of data gaps.
- 3.3 Development of recommendations for LAMC consideration.

TASK 4: COMPILE RESILIENCE NEEDS ASSESSMENT

- 4.1 Rosemont Field Practicum will serve as the basis for developing solutions and mitigation measures, review document, data, and methodologies
 - a. Review Field Practicum to ensure alignment with the Water Plan.
 - b. Document and make recommendations, if required, to update Field Practicum.
- 4.2 Flood Mitigation Studies
 - a. Provide hydrological analysis.
 - b. Determine appropriate sizing and location of solutions.

TASK 5: COMMUNICATIONS AND REPORTING

- 5.1 Prepare materials to engage with community, share new data, and progress updates.
 - a. Prepare maps and GIS analysis to support community engagement on issues and needs.
 - b. Develop visuals, designs, illustrations, cross-sections to communicate with community members and partners about flood resilience issues, concerns, projects, solutions, and strategies.
 - c. Develop summary reports that synthesize planning process and findings at key milestones.
- 5.2 Prepare materials to report progress to City partners and stakeholders.
- 5.3 Prepare exhibits, maps, diagrams for inclusion in final reports.

TASK 6: COMMUNITY ENGAGEMENT (LAMC led with BV support)

LAMC will lead community engagement and be supported by BV as required to execute the scope of the Flood Resilience Project. Previous community meetings with Rosemont were held during the execution of the Water Plan and the feedback gathered along with the consensus of flood relief needs will be used as the basis for this scope.

BV and our partners will attend up to two LAMC led public meetings during execution of the Flood Resilience Project.

TASK 7: PREPARE FLOOD RESILIENCE IMPLEMENTATION ROADMAP

7.1 Produce final plan deliverable.

- a. Clearly communicate the flood resilience needs and solutions supported by data.
- b. Provide means for measuring success of the strategies and projects identified.
- c. Integrate marsh restoration, flood reduction, and public access to water resilience strategies.
- d. Provide a list of immediate, short-term, and long-term actions and projects to meet the communities flood reduction and resilience goals.
- e. Provide general prioritization and next steps to help implementation of projects. Funding strategies will be incorporated into the prioritization matrix of projects.

Key Milestones

- a. Draft Project Plan - within 1 month of Kick Off
- b. Draft Public Engagement Plan – within 2 months of Kick Off
- c. Working Group/Steering Committee Meeting – within 3 months of Kick Off
- d. Draft Resilience Framework – within 3 months of Kick Off
- e. Draft Needs Assessment – within 3 months of Kick Off
- f. Draft Flood Resilience Plan – with 6 months of Kick Off
- g. Public Meeting – within 6 months of Kick Off
- h. Final Flood Resilience Plan – within 8 months of Kick Off

EXHIBIT A – Part 2

Amendment 4

CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: Comprehensive Integrated Water Plan
Owner: City of Charleston (City), South Carolina
Consultant: Black & Veatch Corporation (BV)

COMPENSATION

ROSEMONT FLOOD RESILIENCE PROJECT

For the services outlined in this Contract, the City of Charleston (City) agrees to pay Black & Veatch (BV) as follows:

- A. A lump sum amount of \$200,000. The maximum billed for these services shall not exceed this amount without further authorization from the City. Work on these tasks will begin upon execution of the Contract.
- B. For supplemental services, a lump sum amount, or bill rates established herein, plus subcontract billings times 1.05 shall be used. Each item of supplemental services shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.



CITY OF CHARLESTON

ARMY CORPS 3X3 ADVISORY COMMITTEE

November 23, 2021 City Council Presentation on Army Corps 3x3 Advisory Committee Recommendations:

Mr. Mayor, Councilmembers - My name is Hagood Morrison Jr, and I am the chair of the Army Corps 3x3 Advisory Committee. On behalf of the Committee, we greatly appreciate the opportunity to present our recommendations and conclusions to Council today. Over the last 10 months, the Committee spent countless hours studying, analyzing, and debating many facets of the Charleston Peninsula perimeter protection wall. I want to thank the Committee members for their commitment and professionalism in their work.

Our research resulted in a sobering recognition of the risk of storm surge to the peninsula and the region's economy, the need to ensure other drainage and flood mitigation work continues on the peninsula, and the many potential impacts such a structure could have on the City. In order to mitigate some of these impacts, the Committee developed a series of recommendations based on what we believe must be addressed and resolved. In addition to the recommendations provided on October 12th regarding the need for a comprehensive water management plan, a Rosemont resiliency study, and a review of the east side alignment, we have four additional recommendations today regarding the next phase of PED, staffing, our committee's timeline, and natural and nature based features.

Recommendation on Move to PED:

Our conclusion is that, while it requires further diligence, perimeter protection is a key facet of an overall water management system. We also strongly encourage the City of Charleston to pursue, coordinate, advocate, and fund all key capital projects to achieve an integrated water management system.

As such, and subject to additional study, we recommend the City of Charleston move cautiously into the Preliminary Engineering and Design phase or PED. We urge the City of Charleston to work closely and diligently with the Army Corps of Engineers to design and engineer a peninsula surge structure which accomplishes its goals of reducing surge risk, minimizes impacts on landowners and historic resources,

key stakeholders, and their properties, fits with the design aesthetic and fabric of the peninsula and its historic nature, and strengthens an overall water management system.

Recommendations related to Natural and Nature-based Features:

Over the past year-and-a-half, multiple third-party reports, including BioHabitats' *Relmagine the Wall*, Sherwood Design Engineers' *Beyond the Wall*, and the City of Charleston Design Division's *Charleston Peninsula 3x3x3 Study: Civic Design Opportunities* have analyzed and recommended different ways the Army Corps of Engineers' Charleston storm surge protection system can better incorporate Natural and Nature-based Features (NNBFs).

This advisory committee appreciates the initial steps that the Corps has taken in its Draft Environmental Impact Statement (DEIS) to include some NNBFs in the form of living shorelines along the Wagener Terrace marsh in the Ashley River. However, we believe there are additional opportunities to incorporate additional NNBFs through a multi-layered approach in different areas of the study area that would enhance the Corps' proposal and address some of the water quality concerns that have been raised by the resource agencies regarding point source pollution because of the additional pump stations proposed with this project.

Below are a series of recommendations that this committee requests City Council adopt before the Corps finalizes the DEIS:

- The Corps adopt the Design Division's minimum 16 areas of contextual sections along the perimeter to further evaluate a wide array of potential NNBFs to be incorporated into the project.
- The Corps must rigorously evaluate how incorporating green infrastructure into this project for the 16 areas in a significant way can enhance the overall objective of this project and provide multiple additional benefits, including reducing water pollution in Charleston Harbor, providing wildlife habitat, and enhancing recreational and aesthetic interests for residents. The Corps' analysis of NNBFs should include the nature-based alternatives recommended in the following reports: BioHabitats' *Relmagine the Wall*, Sherwood Design Engineers' *Beyond the Wall*, and the City of Charleston Design Division's *Charleston Peninsula 3x3x3 Study: Civic Design Opportunities*. The multiple benefits of green infrastructure alternatives should also be included in the Corps' economic analysis for this project.
- The Corps must further analyze, evaluate, and incorporate NNBFs in addition to the non-structural measures that have been proposed for the communities of Rosemont and Bridgeview.

Staffing Recommendation:

The 3x3 Advisory Committee recommends that the City Council conduct a thorough evaluation of current staffing, and its level of expertise, relative to the requirements for the successful execution of the 3x3 project, if approved.

The recommended assessment would benefit from considering other cities' experience conducting and staffing similar complex engineering projects.

In the event that a gap is determined to exist between existing staff resources and/or expertise and what is deemed to be required for the successful execution of the 3x3 project, if approved, a talent acquisition plan should be developed and executed ASAP. Any increase in employee and/or consulting resource should be fully budgeted, and reflected as an expense of the 3x3 project.

Committee Continuation Recommendation:

If Charleston City Council approves proceeding to the Pre-construction, Engineering, and Design (PED) phase of Army Corps Charleston Peninsula Coastal Flood Risk Management Project, members of the Army Corps 3 X 3 Advisory Committee are committed to continuing their work on the project. Further, the Committee requests continued engagement with the Army Corps, as well as engagement and support from relevant city entities, including but not limited to the Chief Resilience Officer, the Chief Financial Officer, the City Planning Department, the Civic Design Center, and the Stormwater Department, among others.

In accordance with the Ordinance establishing the Committee, members will continue to "identify, discuss, and promote peninsula strategies for addressing storm surge protection and flooding from all causes" (e.), and will continue to "identify and expand communication opportunities between peninsula residents, the community, strategic partners, and the City." (f.) The ordinance also allows that each member may serve up to two, two-year terms.

Recommendations presented at Oct. 12th City Council meeting:

Mr. Mayor, Councilmembers - On behalf of the Army Corps 3x3 Advisory Committee, thank you for the opportunity to present our latest update to you. We are blessed to be back in person here today.

Since our committee's approval in February, we have thoroughly researched, and deliberated on the details of the Army Corps' proposed perimeter protection.

While we are not yet prepared to deliver our final comments, we are prepared to deliver a few of the recommendations and comments which have been generated as a result of our committee's work.

Comprehensive Water Plan Recommendation:

First and foremost, we decided months ago that the need for an integrated water plan is paramount. I will read to you our recommendation to that point. Please note that since the time this language was recommended, Dale Morris, the City's Chief Resilience Officer, informed us that the PED phase of the Army Corps perimeter protection project, would, by necessity, need to overlap somewhat with the integrated water plan in order to complete both along schedule without delay. With that said, the language formally recommended is as follows:

The Army Corps 3x3 Advisory Committee, by unanimous vote, recommends that City Council authorize, and budget for, a city-wide Comprehensive Water Management Plan. The Committee stresses that Council action is urgent, because the plan should be undertaken immediately in order to complete it

before the Preliminary Engineering and Design (PED) phase of the Army Corps of Engineers' Charleston Peninsula Coastal Flood Risk Management Study.

This water management plan will be a critical element in the Committee's, as well as City Council's, realistic evaluation of how to mitigate flooding from all sources, prioritize construction funding, and assess key design decisions. The process for developing this plan is outlined in the Waggoner and Ball Perimeter Protection Analysis Discovery Report, starting on Page 56.

The 3 x 3 Advisory Committee makes this recommendation in connection with its mandate from Council, which directs it in part, to "identify, discuss, and promote peninsula strategies for addressing storm surge protection and flooding from all causes." Committee members took this action following a series of discussions.

Rosemont Resilience Study Recommendation:

The committee also agrees that the Rosemont community needs further study not only as it relates to perimeter protection but also for overall resilience. Our recommendation for Rosemont is as follows:

After thorough diligence, the City of Charleston 3x3 Advisory Committee is in unanimous agreement about recommending a community resilience study and plan for Rosemont. This City-led study and plan is recommended as a result of the Army Corps' recommendation of "nonstructural" solutions in place of perimeter protection for Rosemont. Therefore, the study and plan should be aligned with Army Corps Perimeter Protection PED Phase 1 and the Downtown Plan update in order to ensure the findings are incorporated into engineering and design. The City should commit to supporting this community-led resilience study and plan that includes robust neighborhood engagement to determine specific needs for protection from flooding.

East side Alignment Recommendation:

Finally, there is concern regarding the alignment of the perimeter protection on the east side of the peninsula. Several properties are impacted by the alignment. Our comment is as follows:

The committee recommends that the proposed alignment take into consideration protecting all assets not currently protected along the eastern edge of the peninsula including, from south to north, the Carolina Yacht Club, the Harbor Pilots' facility, Riley Waterfront Park, The Cooper Hotel, Fleet Landing, a number of residential structures, the Maritime Center, the International African American Museum, Liberty Square, and the South Carolina Aquarium.

Related to the South Carolina Ports Authority, they had a very productive meeting with the Army Corps and issued the following comment as it relates to the perimeter protection alignment for their facility:

After direct and positive communications with the USACE Charleston District and the SCPA since the Draft Report release, the SCPA is optimistic a realignment can and will be achieved before the USACE Chief's Report is approved that will not have a negative impact on maritime operations at Columbus Street Terminal or diminish property values at Union Pier Terminal.

Thank you again, Mr. Mayor and Councilmembers, for your time this evening. We greatly appreciate your public service. While this project is large and complex, the risk from storm surge is significant,

daunting, and threatens our peninsula. We are blessed to discussing it here today in person, and we look forward to our next presentation.



BLACK & VEATCH

Black & Veatch Corporation
550 KING STREET, SUITE 400, CHARLESTON, SC 29403
P +1 843 266 0667 E OCONNELLS@BV.COM

August 5, 2022

City of Charleston
Office of Resiliency and Sustainability
2 George Street
Charleston, South Carolina 29401

Attention: Dale Morris, Chief Resilience Officer

Subject: Comprehensive Integrated Water Plan

Dear Mr. Morris,

I am please to submit Black & Veatch's Proposal for the City of Charleston's Comprehensive Integrated Water Plan. The contents of the Proposal include the following documents:

1. Agreement between Owner and Engineer for Professional Services;
2. Exhibit A, Contract for Planning and Engineering Services including:
 - a. Part 1 – Scope of Services
 - b. Part 2 – Compensation
 - c. Part 3 – Schedule
 - d. Part 4 – Deliverables
 - e. Part 5 – Contract Amendment Form
3. Exhibit B, City of Charleston's Insurance Requirements;
4. Black & Veatch Certificate of Liability Insurance

If you have any questions or comments, please do not hesitate to contact me.

Regards,

Black & Veatch Corporation

Stephen O'Connell, P.G.
Black & Veatch

CC:
Jonathan Ladd, P.E. – Black & Veatch



**City of Charleston Contract for
Professional Services**

THIS CONTRACT, made this 16th day of August, 2022 by and between

The Owner: City of Charleston and the A/E: Black & Veatch Corporation
Office of Resiliency & Sustainability 550 King Street, Suite 400 L
82 George Street Charleston, SC 29403
Charleston, SC 29401

WHEREAS, the Owner requires the delivery of professional services to perform Planning and Engineering services for the Comprehensive Integrated Water Plan Project, located on the Charleston peninsula, West Ashley, James Island, Johns Island, Daniel Island, and Cainhoy primarily inside the City's Urban Growth Boundary, Charleston, SC ("Project") as outlined in Black & Veatch Corporation's Proposal ("Service" or "Scope of Services") dated July 21, 2022, and prepared by Black & Veatch Corporation which is marked as EXHIBIT A and attached hereto as if fully written herein.

(Project Number) Comprehensive Integrated Water Plan
(Project Name)

WHEREAS, the A/E, whose SC professional license is # 25529 is prepared and qualified to provide such Services.

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

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

This is a Not to Exceed Contract and payments for acceptable work shall be made within 30 days after A/E submits an invoice.

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

- ☒ Lump Sum of..... \$1,000,000.00
☐ Actual costs based on attached A/E's Hourly Rate & Reimbursable Schedule, Not-to-Exceed \$____.00

REIMBURSABLES:

- ☐ Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed \$____.00
☒ Expenses included in Lump Sum.

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

OWNER: City of Charleston

BY:

Its: 

A/E: Black & Veatch, Corporation

BY:


(Signature of A/E Representative)

William J. Webb
(Print or Type Name of A/E Representative)

ITS: Associate Vice President

ATTACHMENTS

1. Exhibit A, Black & Veatch Corporation's Proposal dated July 21, 2022, prepared by Black & Veatch Corporation.
2. Exhibit B, City of Charleston's Insurance Requirements.

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

ARTICLE 1 - GENERAL

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

ARTICLE 2 – A/E’S RESPONSIBILITIES

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

ARTICLE 3 - OWNER'S RESPONSIBILITIES

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

ARTICLE 4 – ADDITIONAL CONSULTANTS

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

ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 6 – DOCUMENTS

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

ARTICLE 7 – PAYMENTS

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

ARTICLE 8 - DISPUTE RESOLUTION

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

ARTICLE 9 - SUSPENSION AND TERMINATION

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

ARTICLE 10 – INSURANCE

The Contractor shall maintain all forms of insurance required by law in the State of South Carolina and the City of Charleston as outlined in Exhibit B.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

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

ARTICLE 12 – ERRORS AND OMISSIONS

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

EXHIBIT A – PART 1

~~TO~~

CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: Comprehensive Integrated Water Plan
City Project #: TBD
Owner: City of Charleston (City), South Carolina
Consultant: Black & Veatch Corporation (BV)

SCOPE OF SERVICES

PLANNING AND ENGINEERING SERVICES FOR COMPREHENSIVE INTEGRATED WATER PLAN

Black & Veatch (BV) will serve as the City of Charleston's (City) representative in those phases of the Project to which this Contract applies and will provide professional services, consultation, and advice to the City during the performance of their services.

SCHEDULE

The anticipated schedule is provided in EXHIBIT A, Part 3 – Schedule.

PART 1.0 PROJECT DESCRIPTION

This project is motivated by the City's needs to develop a near- and long-term water management plan. The Comprehensive Integrated Water Plan (Water Plan) will aid City Staff, City Council, stakeholders and citizens to understand, plan for, prioritize, manage and adapt to current and future flood risks across the City, main drainage basins, and floodplains.

The Water Plan, with a 2050 planning horizon, will encompass the Charleston peninsula, West Ashley, James Island, Johns Island, Daniel Island and Cainhoy primarily inside the City's Urban Growth Boundary (UGB). An actionable and implementable framework will be developed for both City-wide and project-based needs.

Work shall begin upon execution of this Contract. Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

Task 1 – Project Coordination and Management

The Project Coordination phase will include general project administration duties and preparation of project management documents. This task will also include reviewing ongoing activities, monitoring the project schedule and budget, reviewing current progress with the City on a regular basis, and discussing issues with the City as they are noted. BV will lead Project Coordination and Management for the project.

A. Preliminary and General Work**Objectives:**

1. Conduct a project initiation meeting to clarify City's requirements for the Project, review pertinent available data, review project staffing and organization, present initial work plan, and review initial work schedule. Included as part of the project initiation meeting will be a 1-day site tour to the 6 planning regions with a focus on key areas of interest. The project initiation meeting and site tour will be a 2-day period. Key water plan team members from BV, Waggonner & Ball (WB), Biohabitats (Bio) and Moffat & Nichol (M&N) will have representatives to participate in this 2-day kickoff meeting.
 - A. Conduct monthly in-person/virtual coordination meetings with the City. Meeting frequency may be reduced as determined by the City.
 - B. Conduct project review meetings at milestones in the detailed task descriptions in this Scope of Services.
 - C. Prepare and distribute meeting minutes from monthly coordination and project review meetings.
 - D. Prepare monthly project status report for City's Project Manager to accompany consulting services invoice. Status reports to include the following:
 - a) Overview of work completed.
 - b) Discussion of project issues.
 - c) Project budget update.
 - E. Provide project information to City departments/staff and consultants contracted by the City pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each other and have an impact on the City's water management. City shall be the primary point of contact for all coordination with all other consultants external to the Water Plan team.

Task 2 – Data Collection

Objectives:

1. Collect data resources to aid in the identification and prioritization of flood risk and problem areas for the Water Plan, including present and future anticipated conditions.
2. Develop baseline water resource data for the City-scale, planning area-scale, and project-scale planning.
3. Identify applicable tools for data analysis and visualization.
4. Identify data gaps.

Assumptions:

1. Data collection and Team's use of existing and in-progress tools will support the development of the Water Plan and conceptual projects. Any use of data or tools is not intended to vet or confirm their utility or functionality. In the absence of requested data, the Team will make assumptions and judgments based on previous experience.

A. Collect Existing Models, Plans (Existing and Proposed) and Data Outputs

- a. City will provide the following within 45-days of project Notice to Proceed (data is anticipated to be provided in an iterative process):
 - i. Water-related technical data, including stormwater system inventories, H&H models, relevant reports; existing sensor and technical data, monitoring networks and models; the City's adopted SLR scenario(s) for planning purposes and geotechnical and groundwater data.
 - ii. Input on Water Plan objectives and outcomes from Stormwater, Planning and Traffic & Transportation departments.
 - iii. Access to departmental leadership/staff for project kick-off and initial interviews to understand available data and status of policies and projects planned and underway.
 - iv. Facilitation for access to relevant information held by College of Charleston, Citadel, University of South Carolina, SeaGrant, National Oceanic and Atmospheric Administration (NOAA), Southern Environmental Law Center (SELC), Coastal Conservation League (CCL), and other organizations as jointly identified.
 - v. Access to private property owners and developers as applicable including, but not limited to:
 1. South Carolina State Ports Authority
 2. Medical District – Medical University of South Carolina (MUSC), Veterans Affairs (VA), Roper St. Francis (Roper)
 - vi. Organization and process for decision making, deliverable review, and approval within City departments to confirm the audience for the final deliverable.

b. Project Team will provide:

- i. BV – Coordination and management of data collection.
- ii. ~~WB – access to Land & Water Analysis GIS, maps, technical data and study materials; stakeholder list from Dutch Dialogues, Land & Water Analysis, and 3x3 Analysis.~~
- iii. Bio – access to Church Creek and Johns Island GIS, technical data and study materials; additional local, regional and/or national projects and best practices related to relevant ecological processes and restoration.
- iv. M&N – access to aggregated publicly available coastal flood risk data and processed Monte Carlo simulation data for coastal risks.
- v. Deltares –access to the community planning tool; geohydrology resources collected during the Dutch Dialogues; and develop data requests for local and state technical entities.
- vi. Davis & Floyd (D&F) – access to peninsula stormwater system information including tunnels, pump stations, and near surface structures for Spring/Fishburne, Market Street, Concord Street, and Calhoun West drainage improvements project.
- vii. Brockington – data requests for local and state technical entities related to cultural and historical impacts.
- viii. Community Engagement (Community Solutions, Civic Communications, Plastic Pollution Solutions) –data requests for City from past and ongoing engagement activities; potential stakeholders database organized per planning area for public events and focus groups.

B. Analyze & Coordinate Existing Tools

a. City will provide:

- i. Introductory meetings to teams developing modeling tools such as models by VIMS, College of Charleston, Deltares, and University of South Carolina (see Supplemental Services if additional modeling or scenarios definition is required).
- ii. Departmental leadership/staff response to data analysis questions.
- iii. Co-development of engagement approach; development of climate equity and environmental justice metrics building on existing City plans and documents.

b. Project Team will provide:

- i. BV – analysis and review of stormwater system data for data inventory and gap assessment.
- ii. WB – integration of GIS and other data into existing in-house database and generation of city-wide and planning area-specific maps and/or visualizations covering the 25-year planning horizon; development of GIS Storymap outline; co-development of engagement approach with Engagement team and City.

- iii. Bio – analysis and review of existing ecosystem conditions, WB, BV & MN outputs.
 - iv. ~~MN – analysis and review of WB outputs, confirmation of water level~~ analyses for coastal risk (flood, storm surge and sea level rise) and elevation zones performed by WB for the Land & Water Analysis. Assist BV with review of stormwater system and modeling data to assess quality of compound flooding analysis completed to date across the 6 boroughs.
 - v. Deltares – analysis and review of collected data related to geohydrology.
 - vi. D&F – analysis and review of collected data related to transportation.
 - vii. Brockington – analysis and review of collected data related to cultural and historical impacts.
- c. Gap Analysis – after review of the available data the project team will complete a gap analysis and provide recommendations for additional data needs.

C. Interface with Active Data Creation

- a. Project Team will provide:
 - i. BV - contribution to comparative review of existing model approaches and outputs related to interior hydrology and drainage.
 - ii. WB – comparative review of existing model approaches and outputs.
 - iii. Bio – contribution to comparative review of existing model approaches and outputs related to nature-based and green infrastructure components.
 - iv. MN – contribution to comparative review of existing model approaches and outputs related to coastal hydrology and compound flood risk; development of framework to establish ongoing and future monitoring needs and collection of water level data (by City or others). Work with City, NOAA, and local academic institutions to complete this work.
 - v. Deltares – contribution to comparative review of existing model approaches and outputs related to geohydrology.
 - vi. D&F – contribution to comparative review of existing model approaches and outputs related to interior hydrology and drainage.
 - vii. Brockington – contribution of considerations for monitoring and sensor networks surrounding areas of historical and cultural importance.

D. Deliverables

- a. City Staff & Leadership Kickoff Event.
- b. Team will provide text and image contributions for data summary document, identification of data gaps and areas for future analysis.
 - i. WB – lead compilation of summary document.

Task 3 – Planning, Design and Engineering Integration

Objectives:

1. Develop coordinated, integrated water framework for flood mitigation planning at the City, planning area, and project scales to prioritize action and aid in future planning and decision making.
2. Identify opportunities for new and reconfigured projects and policies related to water management, including considerations for the full water cycle (stormwater management, tidal management, rainwater harvesting and reuse, etc.).
3. Develop selected projects (minimum one per planning area) to the concept level (10% design), including identification of purpose, extent, and affected stakeholders. Projects are intended to serve as demonstration or pilots to address the most critical areas and issues in the City.
4. Identify community concerns and ideas and increase stakeholder awareness and support for water plan concepts.
5. Provide public communication on the development of the Water Plan throughout the process in coordination with the City.
6. Develop risk hierarchy to enable prioritization of projects and actions based on critical thresholds, anticipated changes over time, and inform future benefit-cost-analyses (BCA).

A. Risk Analysis

- a. City will provide:
 - i. Reflection on Vulnerability Analysis (gaps, opportunities, changes, responses) and key risk mitigation priorities.
 - ii. Identification of operations & maintenance (O&M) risks and challenges related to water across departments.
 - iii. Identification of environmental justice vulnerable communities.
- b. Project Team will provide:
 - i. BV – Provide coordination and integration of team.
 - ii. WB – Identification of critical thresholds and locations for water system performance and adaptation.
 - iii. Bio – review and analysis of existing ecological risk including water quality and health; identification of critical ecological thresholds and locations for habitat transformation and performance/applicability of nature-based features.
 - iv. MN – analysis of level-of-service thresholds related to coastal and compound flood risk.
 - v. Deltares – identification of critical thresholds and locations for water system performance and adaptation related to geohydrology and subsidence.

- vi. Brockington – analysis of cultural and historical impacts of water risk scenarios, trends and location-specific, at the city and planning area scales.
 - vii. Community Engagement (Community Solutions, Civic Communications, PPS) – in co-development/coordination with City, confirmation of planning-area specific engagement groups and schedules.
-

B. Synthesize City-Wide Water Framework

- a. City will provide:
 - i. Co-development of goals, values and guiding principles.
 - ii. Coordination assistance for regional and city-level engagement.
- b. Project Team will provide:
 - i. BV – contribution to draft goals, values and guiding principles; input and review for stormwater adaptation scenarios.
 - ii. WB – draft goals, values and guiding principles; development of stormwater and water risk adaptation scenarios (including risk hierarchy); visualize city-wide water system function, risks and opportunities.
 - iii. Bio – contribution to draft goals, values and guiding principles; an Adaptive Management Framework (AMF) that includes both passive and active AM options. The AMF will also include a Structured Decision-Making component and peer review from The Water Institute of the Gulf (TWIG); support for water system scenario development with a focus on nature-based strategies and green infrastructure.
 - iv. MN – review of draft goals, values and guiding principles; advise on water systems and provide guidance on development of gauge and sensor network(s) and future level of compound flooding analyses needed to help guide future decisions making.
 - v. TWIG – provide a Structured Decision-Making process for an Adaptive Management Framework and provide overall guidance/peer review for the AMF.
 - vi. Deltares – outline groundwater considerations for city infrastructure and development; create groundwater monitoring guidelines.
 - vii. D&F – review of city-wide water framework and identification of transportation-related impacts and opportunities.
 - viii. Brockington – review of draft goals, values and guiding principles related to cultural and historical impact.
 - ix. Community Engagement (Community Solutions, Civic Communications, PPS) – contribution of draft goals, values and guiding principles related to climate equity and environmental justice.

C. Develop Vision Plan (Six Planning Areas)

a. City will provide:

- ~~i. Coordination assistance for planning area-specific engagement including providing hosting for one in-person engagement per planning area.~~
- ii. Guidance and support for dialogue with the Rosemont community to establish framework for resiliency plan supplemental to Water Plan.

b. Project Team will provide:

- i. BV – review and analysis of stormwater management concepts per planning area. Co-coordination and participation in community engagement sessions.
- ii. WB – identification of challenges and opportunities per planning area; development of integrated water system vision per planning area; identification of conceptual projects per planning area and development of selection criteria; visualization of planning concepts. Co-coordination and participation in community engagement sessions.
- iii. Bio – review of challenges and opportunities; contribution of nature-based water management concepts per planning area; support for the identification of conceptual projects and the development of selection criteria. Review of planning area vision documents and development of climate equity and environmental justice impact considerations for each planning area. Co-coordination and participation in community engagement sessions.
- iv. MN – critical review of water system visions at the coastal interface as well as to ameliorate compound flooding issues. Co-coordination and participation in community engagement sessions.
- v. Deltares – critical review of water system visions for geohydrological considerations.
- vi. Brockington – review of planning area vision documents and development of historical and cultural impact considerations for each planning area.
- vii. Community Engagement (Community Solutions, Civic Communications, PPS) – co-facilitation of one in-person engagement per planning area (6 total); recording of climate equity and environmental justice issues and ideas in relation to EJ40 compliance.

D. Create Conceptual Project Briefs

Project briefs for six (6) representative projects across all boroughs will be created based on input from the City and its stakeholders.

a. City will provide:

- i. Coordination assistance for project-specific engagement.
- ii. Identification of projects for conceptual development.

b. Project Team will provide:

- i. BV – review of civil engineering components and drainage system; develop engineering narrative.
- ii. WB – development of new project briefs and/or integration of existing projects with new water concepts per planning area; identification of one project per planning area to develop to 10% design (includes conceptual drawing(s), anticipated water system impacts, narrative, stakeholder identification, and order-of-magnitude cost estimate).
- iii. Bio – development of nature-based concepts for each conceptual project
- iv. MN – review of coastal engineering components of conceptual projects
- v. Deltares – review of geohydrology components of conceptual projects
- vi. Brockington – review of conceptual project designs for historical and cultural mitigation strategies
- vii. Community Engagement (Community Solutions, Civic Communications, PPS) – identification of impacted and aligned stakeholders per conceptual project, climate equity and environmental justice content review.

E. Host in-person Vision Plan & Progress Workshop

a. City will provide:

- i. City leadership and staff participation at workshop(s).
- ii. Host space, logistical and planning support for workshops, engagement meetings and related activities. Meetings are internal to City (and designated representatives) and the Water Plan Team.

b. Project Team will provide:

- i. BV – logistical support for workshop planning and participation at workshop(s).
- ii. WB – planning and leadership of workshops.
- iii. Bio – planning support and participation at workshop(s).
- iv. MN – participation at workshop(s).
- v. Deltares – participation at workshop(s).
- vi. D&F – participation at workshop(s).
- vii. Brockington – participation at workshop(s).
- viii. Community Engagement (Community Solutions, Civic Communications, PPS) – participation at workshop(s).

F. Deliverables

- a. Engagement Workshops
- b. Vision Plan Progress Workshop and Presentation
- c. Vision Plan Resources
 - i. Interactive digital tool (i.e., ArcGIS Storymap) to document City-wide and conceptual project progress and present key findings.
 - ii. Standalone briefs for each conceptual design project.

- iii. Compilation of all maps, graphics, images, and data for City record and use.
 - iv. Identification of risk priorities per planning area.
-

Task 4 – Implementation Framework and Actions

Objectives:

1. Develop O&M considerations for water infrastructure.
2. Develop adaptive management protocols to coordinate City decision making across departments.
3. Create a list of project and policy priorities and next-step actions for water management. Recommend project priorities per planning area based on technical feasibility, stakeholder analysis, and ability to address highest priority risks.

A. Develop Draft & Final City-Scale Implementation Plan

Implementation Plan will incorporate recommendations for individual planning areas and address operation and maintenance for these areas.

- a. Project Team will provide:
 - i. BV – development of civil infrastructure priorities, including O&M maintenance frameworks.
 - ii. WB – development of City-wide, planning area, and project-scale priorities to support water resilience.
 - iii. Bio – development of nature-based priorities and policy recommendations. O&M will be embedded in the AMF, which will encompass grey to green infrastructure and nature-based solutions, climate equity, environmental justice, and water conservations & reuse.
 - iv. MN – development of coastal, compound flooding, and watershed priorities, including O&M frameworks.
 - v. Brockington – develop criteria and recommendations for city-wide water resilience projects and/or policies related to mitigation of historic and cultural impacts.
 - vi. TWI – a contribution to adaptive decision making and an AMF for Charleston’s unique social and political context.

B. Deliverables

- a. Digital interface (i.e., ArcGIS Storymap) for implementation recommendations, including capability for City to update and track progress.
- b. Adaptive Management Framework to include:
 - i. O&M outline for proposed or retrofitted infrastructure
 - ii. Framework for continued community engagement
 - iii. List of potential decision points, milestones, and action scenarios for City and community stakeholders

- iv. Recommendations for City decision-making and coordination processes to develop integrated, multi-benefit resilience solutions across departments.
 - v. Organization of final presentation and implementation kick-off event.
 - vi. Framework for priority decision making for funding and investment.
-

ART 3.0 SUPPLEMENTAL SERVICES

Supplemental services are not in the scope of work for this contract. These services will be performed at City's request through Amendment to the Contract or compensation adjustments as required. Supplemental services that City might choose to add to the scope or services or that were considered as part of the Request for Proposal include, but are not limited to, the following items.

- Data collection/testing through City or partner modeling platforms; development of new scenarios or approaches within existing models.
- Coordination with selected SCDNR team to update FEMA Flood Map Modernization Initiative (RFP due 7/18/22).
- Development of specific inputs and/or responses for parallel City projects, such as the Downtown Plan, Zoning Update, etc.
- Development & implementation of sensor/monitoring system (supplement to College of Charleston capabilities).
- Design and engineering of additional conceptual projects or of selected projects in greater detail
- Development of Rosemont Resiliency Plan
- Development of BCA's including alternative methodologies for individual projects or for the City to use as a process or tool
- Development of urban watershed plans and analyses within each planning area
- City's Agent services for support of USACE Charleston Peninsula Perimeter Protection including (but not limited to):
 - Visualization of USACE-proposed designs and solutions
 - Historic, hydraulic, hydrologic, ecological, O&M, or cost impact analyses of USACE-proposed solutions
 - Alternatives analysis, adaptability analyses, and design for USACE-proposed solutions
 - Hosting design charrettes with City, USACE, or other personnel related to the CSRM study
 - development of interior hydrology, coastal and compound parameters for future USACE 3x3x3 study
 - review and advising related to USACE Design Agreement
 - Third-party cost estimating

- analysis and/or recommendation to City Council of actions related to the USACE CSRM or hydrology studies
 - ~~NEPA and Environmental Assessments~~
 - Identification of Rare, Threatened or Endangered Species
 - Identification of jurisdictional wetlands and waters of the US
 - Physical model building
 - Support with development project funding strategies and applications.
 - Identification of project flood risk reduction and potential adaptation pathways
- Safety Assessments
 - Security Assessments
 - Value Engineering reviews and services
 - H&H, groundwater, tidal, surge modeling.
 - 3D modeling
 - Additional meetings with local, State, or Federal agencies to discuss the project
 - Additional appearances at public hearings or before special boards
 - Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - Special consultants or independent professional associates requested or authorized by City.
 - Additions to an engineering report or other document to update or revise original recommendations
 - Preparing measured drawings.

**EXHIBIT A – PART 2
TO
~~CONTRACT FOR PLANNING AND ENGINEERING SERVICES~~**

Project Name: Comprehensive Integrated Water Plan

City Project Number: TBD

Owner: City of Charleston (City), South Carolina

Consultant: Black & Veatch Corporation (BV)

COMPENSATION

PLANNING AND ENGINEERING SERVICES FOR COMPREHENSIVE INTEGRATED WATER PLAN

For the services outlined in this Contract, the City of Charleston (City) agrees to pay Black & Veatch (BV) as follows:

- A. A lump sum amount of \$1,000,000.00. The maximum billed for these services shall not exceed this amount without further authorization from the City. Work on these tasks will begin upon execution of the Contract. The costs for the project shall be allocated into phases in accordance with the following:
- B. For supplemental services, a lump sum amount, or bill rates established herein, plus subcontract billings times 1.05 shall be used. Each item of supplemental services shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.
- C. Bill rates provided below are BV 2022 rates. As of January 1, the standard hourly rates will be adjusted annually to reflect equitable changes in the compensation payable to the consultant and shall not exceed a 4% adjustment on any given year.

2022 Hourly Bill Rates for Personnel	
Category of Personnel	Billing Rate/Hour
Senior Project Director	\$275
Technical Advisor	\$275
Senior Project Manager	\$235
Project Director	\$225
Project Manager	\$220
Senior Engineer	\$210
Engineering Manager	\$200
Project Engineer	\$165
Project Controller	\$160
Project Accountant	\$150
Junior Engineer	\$145
Administrative Assistant	\$125
Intern/Co-op	\$90

- D. Reimbursable expenses will be paid based on the following schedule.

Category	Unit	Unit Rate
Mileage	Mile	Current Federal Rate
Direct Expenses	Each	Actual Cost

- E. BV shall utilize the invoice format as provided by the City and provide supporting documentation satisfactory to the City for all current billings. BV's monthly progress report, as previously stated, shall accompany each submitted invoice.

**EXHIBIT A Part 3
TO
~~CONTRACT FOR PLANNING AND ENGINEERING SERVICES~~**

Project Name: Comprehensive Integrated Water Plan

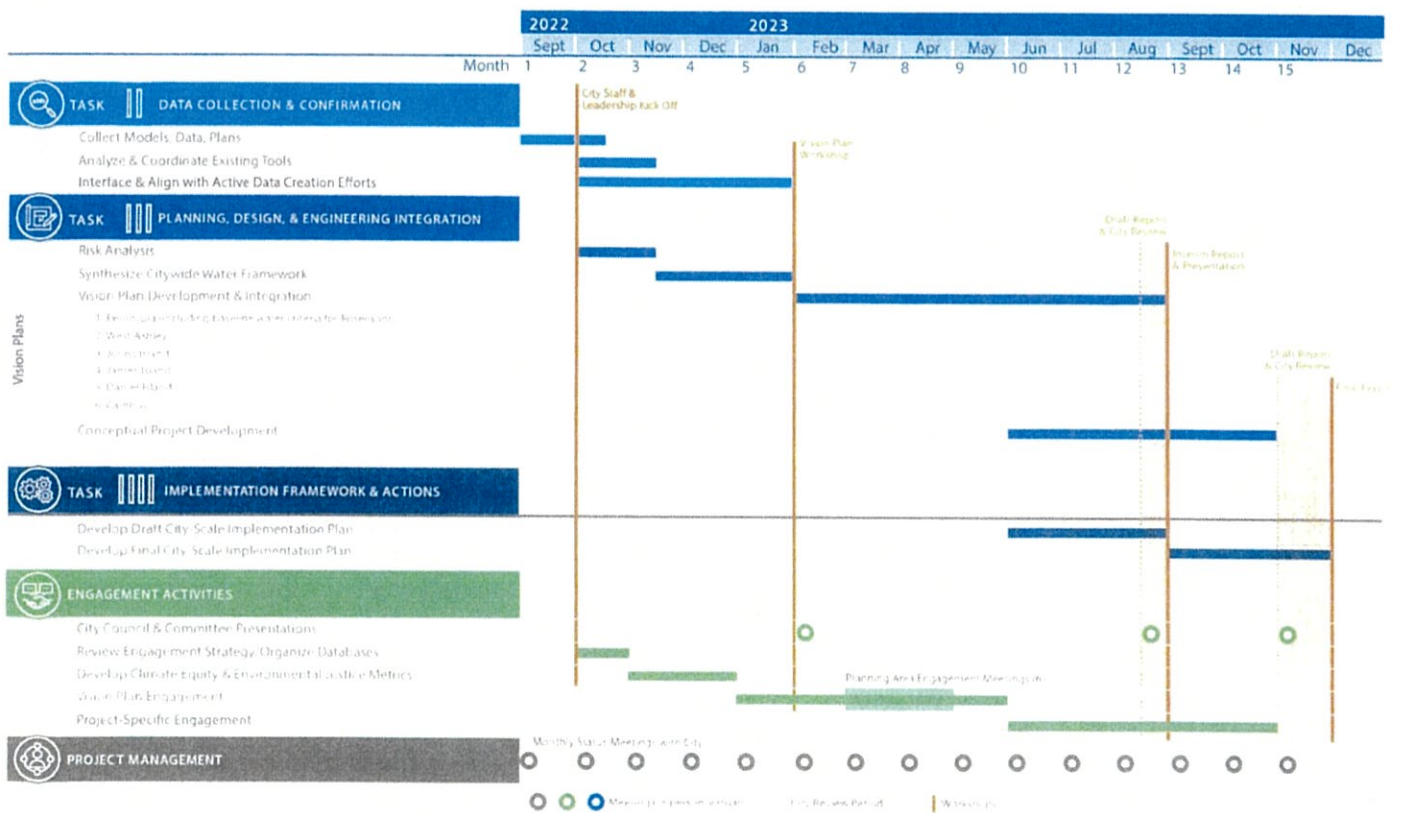
City Project Number: TBD

Owner: City of Charleston (City), South Carolina

Consultant: Black & Veatch Corporation (BV)

SCHEDULE

BV shall conduct the Scope of Services in accordance with the attached Schedule.



**EXHIBIT A Part 4
TO**

~~CONTRACT FOR PLANNING AND ENGINEERING SERVICES~~

Project Name: Comprehensive Integrated Water Plan

City Project Number: TBD

Owner: City of Charleston (City), South Carolina

Consultant: Black & Veatch Corporation (BV)

DELIVERABLES

Task 2 – Data Collection

- a. Kickoff Event.
- b. Data Summary document

Task 3 – Planning, Design, and Engineering Integration

- a. Engagement Workshops
- b. Vision Plan Progress Workshop and Presentation
- c. Vision Plan Resources

Task 4 – Implementation Framework and Actions

- a. Digital interface (i.e., ArcGIS Storymap) for implementation recommendations
- b. Adaptive Management Framework

EXHIBIT A Part 5

TO

~~CONTRACT FOR PLANNING AND ENGINEERING SERVICES~~

Project Name: Comprehensive Integrated Water Plan

City Project Number: TBD

Owner: City of Charleston (City), South Carolina

Consultant: Black & Veatch Corporation (BV)

CONTRACT AMENDMENT FORM

The attached Contract Amendment Form shall be issued by the City of Charleston (City) in the event the Scope of Services as stated herein needs to be amended. No work outside of the Scope of Services shall commence prior to receipt of an approved Contract Amendment Form.

AMENDMENT NO. ____

TO THE
~~STANDARD FORM OF AGREEMENT~~
BETWEEN OWNER AND A/E
FOR
PROFESSIONAL SERVICES

Project: Comprehensive Integrated Water Plan

INITIAL:

OWNER: _____

A/E: _____

This is Amendment to the Agreement between the City of Charleston (Owner) and Black & Veatch (A/E) dated _____ (hereinafter referred to as the Agreement). This said Amendment is effective as of _____.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the Scope of Work of the Agreement.

City of Charleston
OWNER
By:
Name:
Title:
Address

Black & Veatch, Corp
A/E
By:
Name:
Title:
Address:

Exhibit B

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
 - 4. PROFESSIONAL LIABILITY: \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, if any, and
 - (b) to be primary insurance in the event the insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. ~~The coverage shall contain no special limitations on~~ the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

- E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.
- F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved Insurance company with current Best's rating of A+, A, \or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.
- J. Required certificates should be mailed to:

City of Charleston
Office of Resiliency & Sustainability
82 George Street
Charleston, SC 29401



CERTIFICATE OF LIABILITY INSURANCE

11/1/2022

DATE (MM/DD/YYYY)

8/5/2022

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com		CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C No): E-MAIL ADDRESS:		
INSURED 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211 O'CONNELL, STEPHEN		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: Lexington Insurance Company		19437
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 18773467**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	GLO 4641358	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 2,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO 1365630	11/1/2021	11/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY	Y	Y	BAP 4641355 (AOS)	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB						AGGREGATE \$ XXXXXXXX
							\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	WC 4641353 (AOS)	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N	N/A	WC 4641354 (LD, MA, WI)	11/1/2021	11/1/2022	E.L. EACH ACCIDENT \$ 1,000,000
A	(Mandatory in NH)			WC 1365632	11/1/2021	11/1/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 1365631 (NE)	11/1/2021	11/1/2022	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	026030198	11/1/2021	11/1/2022	\$10,000,000 PER CLAIM \$10,000,000 ANNUAL AGGREGATE

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

RE: PROJECT NUMBER: 128267; PROJECT NAME: COMPREHENSIVE INTEGRATED WATER PLAN; PROJECT MANAGER: O'CONNELL, STEPHEN; GENERAL LIABILITY AND AUTO LIABILITY ARE PRIMARY AND NON-CONTRIBUTORY. CITY OF CHARLESTON IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTO POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, AND WORKER'S COMPENSATION POLICIES. 30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18773467
CITY OF CHARLESTON
82 GEORGE STREET
CHARLESTON SC 29401

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

AUTHORIZED REPRESENTATIVE

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I2.)



January 16, 2025

Logan McVey
Chief Policy Officer
City of Charleston, SC

**Subject: Resilience Engineer
Scope of Work and Budget Outline for Professional Services**

Dear Logan,

This letter proposal outlines a Scope of Work and budget for consulting with the City of Charleston on stormwater management, resilient flood management, and related projects. It is my understanding that the objectives of this consulting role are to enhance the City's resilience to flooding challenges—including tidal, rainfall, storm surge, ground water, and compound flooding events; to advance and recommend both grey, green, and hybrid infrastructure solutions; and to support city planning efforts that incorporate water management strategies.

For the last twenty-two years I have worked full-time as a water resources engineer in private practice. I have also served as adjunct faculty at the College of Charleston, where I teach and advise students on hydrology, stormwater management, and tidal hydrodynamics. Since I founded RDE in 2008, we have served as consultants to a variety of municipalities, institutions, agencies, and City governments—including the City of Charleston—for projects involving water management, watershed planning, flood prevention, ecosystem restoration, and nature-based enhancements to grey infrastructure. And we have worked with land developers to design and permit residential and commercial low-impact development projects in the City of Charleston.

SCOPE OF WORK

1. Project Consultation & Collaboration

At your direction, RDE will review information related to stormwater projects and resilience initiatives, and collaborate with City planners, engineers, and other stakeholders. RDE will identify nature-based concepts and alternative solutions where possible, and we will focus on finding creative proposals to comply with local, state, and federal regulations.

I will communicate feedback through meetings, and document specific recommendations in a concise summary letter upon request.

2. Ordinances & Regulations

At your direction, RDE will review stormwater ordinances and procedures and state and federal rules, and work to find creative and straightforward proposals to improve process efficiency. I will communicate feedback through meetings and in written correspondence.

3. Community Engagement

At your direction, I and other RDE staff will be participate in discussions with community stakeholders to gather input, find common ground, and foster support for projects and resilience initiatives.

4. Scheduled Meetings

I will meet with you regularly (at least once monthly) to discuss projects and initiatives and to plan work flows and schedules.

COMPENSATION

RDE proposes to perform the Scope of Work on the basis of time and expenses not to exceed **\$200,000** according to the rate schedule below. Reimbursable expenses such as mileage and printing will be billed at cost and are expected to be minimal. RDE will invoice the City of Charleston monthly, including a detailed tabulation of hourly billings and reimbursable expenses in the preceding month.

Principal Engineer	\$200
Senior Engineer	\$175
Professional Engineer	\$150
Hydrologist	\$130

CONCLUSION

I am very excited about this opportunity, and I look forward to working together. Please let me know if you have any questions about the points covered in this letter, or if this Scope & Budget outline misses the mark in any way.

Sincerely,

Robinson Design Engineers

Joshua Robinson, MS, PE
Principal
jr@rde.us

City of Charleston Contract for Professional Services

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

The Owner:

City of Charleston
50 Broad Street
Charleston, SC 29401

and the Consultant:

Robinson Design Engineers
Attn: Joshua Robinson, MS, PE
10 Daniel Street
Charleston, SC 29407
SC Professional License No. 26831

The Owner requires the delivery of professional services for Consulting with the City of Charleston on stormwater management, resilient flood management, and related projects ("Work") (as outlined in the Scope of Work (which includes the Consultant's Proposal), attached as Exhibit A ("Work," Project," "Scope of Work," and "Consultant's Proposal" collectively, the "Scope of Services").

Agreement

A. Terms and Conditions. The Work will be performed in accordance with this page and the Terms and Conditions in this Contract, which follow this page.

B. Compensation. Work shall be performed and payments for acceptable work shall be made in accordance with the following, as further set forth in Article 8 and Exhibit C:

The CONTRACT SUM payable to the Consultant (check the applicable boxes):

☒ **Fixed Fee or** ☐ **Lump Sum** \$ 200,000.00

☒ Expenses included in Lump Sum

☐ Expenses reimbursed at actual cost ☐ plus 10%
☐ Expenses Not to Exceed \$ _____

☐ **Time and Expense**

☐ Total Not to Exceed \$ _____

☐ Labor Not-to-Exceed \$ _____

☐ Expenses reimbursed at actual cost ☐ plus 10%
☐ Expenses Not-to-Exceed \$ _____

TOTAL: \$ _____

ATTACHMENTS

1. Exhibit A, City of Charleston's Insurance Requirements
2. Exhibit B, Scope of Work
3. Exhibit C, Fee Schedule

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

Consultant

By: _____


Signature

Joshua Robinson, MS, PE

Date Signed: February 5, 2025

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 1 - GENERAL

- A. The Consultant agrees to provide the Work to the Owner as required by the Scope of Services and for the Compensation as set forth on page 1.
- B. If any provision in the Exhibits is inconsistent or in conflict with this Contract, this Contract governs.
- C. All Exhibits and any modifications either to the Exhibits or this Agreement are incorporated into this Contract, except that all terms and conditions in the Consultant's Proposal or Fee Schedule are void unless specifically listed as follows:
 - 1. N/A

ARTICLE 2 – TERM AND TIME FOR PERFORMANCE

- A. CONTRACT TERM:
 - 1. The initial term of this Contract begins on the effective date.
 - 2. The termination date will be the later of date of final payment or Date of Final Completion.
- B. TIME FOR PERFORMANCE:
 - 1. The Consultant must begin the Scope of Services on date or upon receipt of a Notice to Proceed from the City Representative; and
 - 2. Date of Final Completion: The Consultant must complete the Scope of Services by / within certain date or within x days of a certain milestone, unless extended in writing by the City.

ARTICLE 3 – CONSULTANT'S RESPONSIBILITIES

- A. The Consultant shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the Consultant in all matters related to the Consultant's performance(s) under this Contract. The Consultant shall not replace a designated representative without notice to the Owner and with good cause shown.
- B. The Consultant shall notify the Owner, in writing, of information necessary from the Owner for the Project. The Consultant shall allow sufficient time for Owner to acquire and respond with such information.
- C. The Consultant shall provide the Scope of Work in a manner that meets or exceeds the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- D. The Consultant shall manage and coordinate its services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team, and report progress to the Owner.
- E. The Consultant shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses, and permits required to provide the Work in the City of Charleston and as required by this Contract.
- F. The Consultant shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, the Consultant shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
- G. The Consultant will cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
- B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.
- C. The Owner shall provide the Consultant with available information about the site and work area that is necessary for the Consultant to perform the Services. The Owner shall cooperate with the Consultant in the identification and acquisition of any additional information required.

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the Consultant of any errors or deficiencies in the Consultant's performance under this Contract.

ARTICLE 5 – ADDITIONAL CONSULTANTS

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

ARTICLE 6 – LIMITATIONS OF RESPONSIBILITY and INDEMNITY

- A. The Consultant shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not hired by the Consultant, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B. The Consultant shall indemnify and hold the Owner, council members, and employees harmless from claims, liability, losses, and causes of action, including the cost and fees of defense of any action, arising out of any willful or negligent act, error, or omission of the Consultant, including those parties contracted by the Consultant as subcontractors, incidental to the performance of the Services under this Agreement. 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 7 – DOCUMENTS

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

ARTICLE 8 –COMPENSATION AND PAYMENTS

- A. The Consultant agrees to provide the Scope of Work to the Owner for the Compensation as set forth on page 1 of this Contract. The Consultant shall be entitled to additional compensation for work done beyond the Scope of Services if approved in advance in writing by the Owner.
- B. The Owner shall make payments to the Consultant for undisputed Work in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. The Consultant shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

- D. If applicable, the Consultant's request for payment under a TIME AND EXPENSE contract shall be based on actual hours worked during the billing period, using the approved the Consultant's Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 of this Contract.
- E. Payment under a FLAT FEE OR LUMP SUM contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the Consultant's services shall be submitted to the City at the completion of the Work and after the City's acceptance of the Work in its entirety.
- F. All requests for payment shall be submitted in the form and manner required by the Owner and shall be accompanied by appropriate supporting documentation.

ARTICLE 9 - 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 this Contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to this Contract, the parties agree that any suit, action or proceeding arising out of or relating to this Contract shall be instituted and maintained only in a state or Federal court located in Charleston County, South Carolina. The Consultant agrees that any act by the Owner regarding this 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 Consultant pursuant to the Contract (including the Owner).

ARTICLE 10 - SUSPENSION AND TERMINATION

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

ARTICLE 11 – INSURANCE

The Consultant shall maintain all forms of insurance required by law in the State of South Carolina in addition to the insurance requirements of the City of Charleston as outlined in Exhibit A.

ARTICLE 12 – MISCELLANEOUS PROVISIONS

- A. The Consultant and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns, and legal representatives. Neither party shall assign, sublet, or transfer their interest in this Contract without the written consent of the other party.

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

- B. This Contract represents the entire and integrated agreement between the Owner and the Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether written or oral, relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship, or benefit to a third party against either the Owner or the Consultant.
- D. Nothing in this Contract shall prevent the Consultant from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the Consultant to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
- F. Time and Expense Records of the Consultant's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 13 – ERRORS AND OMISSIONS

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

Exhibit A

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

Consultants working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Consultant.

- A. The Consultant shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Consultant shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Consultant shall maintain limits no less than the following:
 - 1. GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
 - 4. PROFESSIONAL LIABILITY: \$1,000,000 per claim/\$1,000,000 aggregate limit.
 - i. Consultant shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.
 - ii. The Consultant and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
 - a) to be excess insurance over any project professional liability policy, and
 - b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages
 - i. The City of Charleston, its officials, employees, and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Consultants; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Consultant's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Consultants' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the

Exhibit A

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

Consultant's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

- ii. Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.
 - iii. Any failure to comply with reporting provisions of the Consultant's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.
2. Workers' Compensation: The Consultant shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Consultant for the City of Charleston.
- E. Any deductibles or self-insured retentions shall be the responsibility of the Consultant.
- F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Consultant shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.
- J. Required certificates should be mailed to:

City of Charleston
Department of Resilience
ATTN: Logan McVey
80 Broad Street, Charleston, SC 29401

Exhibit B

SCOPE OF WORK

[The Consultant's proposal can be used as **Exhibit B** if it contains the following information; otherwise, the Proposal needs to be supplemented with this information).

The Scope of Work is outlined in Consultant's Proposal on the following pages, as amended below.

- A. Identify professional and technical disciplines and their providers, if applicable, pursuant to Article 5(A)
- B. Overall Project Schedule (Start Date, Deadlines, Timelines, Milestones) for the services provided under this contract.
- C. Tasks
- D. Deliverables
 - a. Hard Deliverables (drawings, reports)
 - b. Soft Deliverables (attend meetings (How many? How often?))

Examples for B- D:

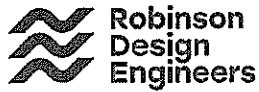
Objective: _____

- Task 1: _____
 - Deliverable: _____
 - Begin Task: _____
 - Complete Task: _____
- Task 2: _____
 - Deliverable: _____
 - Begin Task: _____
 - Complete Task: _____

OR

Objective	Task	Deliverable	Begin Task:	Deadline to Complete Task:
Study and Report				

CONSULTANT'S PROPOSAL ON FOLLOWING PAGES



January 16, 2025

Logan McVey
Chief Policy Officer
City of Charleston, SC

**Subject: Resilience Engineer
Scope of Work and Budget Outline for Professional Services**

Dear Logan,

This letter proposal outlines a Scope of Work and budget for consulting with the City of Charleston on stormwater management, resilient flood management, and related projects. It is my understanding that the objectives of this consulting role are to enhance the City's resilience to flooding challenges—including tidal, rainfall, storm surge, ground water, and compound flooding events; to advance and recommend both grey, green, and hybrid infrastructure solutions; and to support city planning efforts that incorporate water management strategies.

For the last twenty-two years I have worked full-time as a water resources engineer in private practice. I have also served as adjunct faculty at the College of Charleston, where I teach and advise students on hydrology, stormwater management, and tidal hydrodynamics. Since I founded RDE in 2008, we have served as consultants to a variety of municipalities, institutions, agencies, and City governments—including the City of Charleston—for projects involving water management, watershed planning, flood prevention, ecosystem restoration, and nature-based enhancements to grey infrastructure. And we have worked with land developers to design and permit residential and commercial low-impact development projects in the City of Charleston.

SCOPE OF WORK

1. Project Consultation & Collaboration

At your direction, RDE will review information related to stormwater projects and resilience initiatives, and collaborate with City planners, engineers, and other stakeholders. RDE will identify nature-based concepts and alternative solutions where possible, and we will focus on finding creative proposals to comply with local, state, and federal regulations.

I will communicate feedback through meetings, and document specific recommendations in a concise summary letter upon request.

2. Ordinances & Regulations

At your direction, RDE will review stormwater ordinances and procedures and state and federal rules, and work to find creative and straightforward proposals to improve process efficiency. I will communicate feedback through meetings and in written correspondence.

3. Community Engagement

At your direction, I and other RDE staff will be participate in discussions with community stakeholders to gather input, find common ground, and foster support for projects and resilience initiatives.

4. Scheduled Meetings

I will meet with you regularly (at least once monthly) to discuss projects and initiatives and to plan work flows and schedules.

COMPENSATION

RDE proposes to perform the Scope of Work on the basis of time and expenses not to exceed **\$200,000** according to the rate schedule below. Reimbursable expenses such as mileage and printing will be billed at cost and are expected to be minimal. RDE will invoice the City of Charleston monthly, including a detailed tabulation of hourly billings and reimbursable expenses in the preceding month.

Principal Engineer	\$200
Senior Engineer	\$175
Professional Engineer	\$150
Hydrologist	\$130

CONCLUSION

I am very excited about this opportunity, and I look forward to working together. Please let me know if you have any questions about the points covered in this letter, or if this Scope & Budget outline misses the mark in any way.

Sincerely,

Robinson Design Engineers

Joshua Robinson, MS, PE
Principal
jr@rde.us

Exhibit C
FEE SCHEDULE

FEE SCHEDULE ON NEXT PAGE[S]