

City of Charleston
South Carolina

WILLIAM S. COGSWELL, JR
Mayor

TIM KEANE
Section Chief – Planning,
Permitting, and Engineering
ROBERT SOMERVILLE
Section Chief – Public Works

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

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on June 16, 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. May 22, 2025

C. Request to Set a Public Hearing

D. Old Business

None

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

1. Ferguson Village Drainage Upfit – Acceptance of drainage easements on properties within Ferguson Village including TMS 337-00-00-040 and 337-00-00-039.
2. Indigo Grove Phase 1 – Acceptance of drainage easements within Indigo Grove Phase 1, TMS 345-00-00-217.

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

1. **415 King St. (Rocky Mountain Chocolate Factory)** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
2. **424 Lesesne St.** – Installing fence encroaching into City drainage easement. This encroachment is temporary.
3. **604 White Chapel Cir.** – Installing fence encroaching into City drainage easement. This encroachment is temporary.
4. **306 King St. (Marsh Wear)** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
5. **51 Watroo Pt.** – Installing special finish driveway encroaching into City right of way. This encroachment is temporary.
6. **49 John St. (Oliver Pluff's Tea Shop)** – Installing awning and blade sign encroaching into City right of way. This encroachment is temporary.
7. **28 Pitt St. (Merci Neighborhood Bistro)** – Installing awning encroaching into City right of way. This encroachment is temporary.
8. **1415 Widows Ct.** – Installing fence encroaching into City drainage easement. This encroachment is temporary.

G. Public Service Department Update

1. Director Updates

H. Stormwater Management Department Update

1. Stormwater Utility Fee Collection – Approval of an agreement with Charleston County for the collection of City Stormwater Utility fees.
2. Stormwater Utility Fee Collection – Approval of an agreement with Berkeley County for the collection of City Stormwater Utility fees.
3. Howle Ave Stormwater Retrofit Project – Approval of a construction contract with Premier Horticultural Services for \$351,420.70. This project is funded by a grant from the National Fish and Wildlife Foundation.

I. Miscellaneous Business

1. Request approval of a professional services contract with Thomas & Hutton Engineering Co. in the amount of \$198,725.00 for professional consulting, master planning, environmental analysis, and design services related to the Hagood Avenue Improvement Plan. This contract will be funded by contributions in the amount of \$92,400.00 and General Fund Reserves in the amount of \$106,325.00.

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between MITCHELL SIMONSEN ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

Page 1 of 8

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.

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

WITNESSES:

GRANTOR: MITCHELL SIMONSEN

Mindy Storm
Print Name: Mindy Storm
Witness # 1

By: Mitchell Simonsen
Signature: Mitch
Print Name: Mitchell Simonsen
Date: 16 May 2025

Rebecca Hopkin
Print Name: REBECCA HOPKINS
Witness #2

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
MITCHELL SIMONSEN, the Property owner of
974 Riverland, on this 16 day of May, 2025.

Signature: Joslyn McCall
Print Name of Notary: Joslyn McCall
Notary Public for South Carolina
My Commission Expires: March 1, 2027

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)
)
COUNTY OF CHARLESTON) ACKNOWLEDGEMENT

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 piece, parcel or tract of land, situate, lying and being on the eastern side of Riverland Drive and containing 1.02 acres and designated as Parcel "X" on a plat of J. O'Hear Sanders, Jr., Surveyor, dated August 20, 1971 and recorded in Plat Book O at page 159, in the Charleston County RMC Office. SAID lot contains the measurements, courses, distances, buttings and boundaries as shown on said plat which is made part hereof by reference as if fully set forth herein.

TMS No. 337-00-00-039

This being the same property conveyed to Mitchell Simonsen by deed of Ravin L. Raleigh, dated January 4, 2021 and recorded in the Charleston County Register of Deeds Office in Book 956 at Page 660 on February 1, 2021.

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, "AN EASEMENT PLAT PROPOSED CITY OF CHARLESTON DRAINAGE EASEMENTS OF VARYING WIDTHS LYING IN A PORTION OF THE 'FERGUSON VILLAGE' COMMUNITY, SURVEYED FOR THE CITY OF CAHRLESTON, LOCATED EAST OF RIVERLAND DRIVE (S-10-53) & WEST OF FERGUSON ROAD (S-10-2038), CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson of Cornerstone Surveying & Engineering, Inc. (SCPLS No. 12252), dated January 31, 2023, last revised on the date shown thereon, and recorded on May 10, 2024, in Plat Book L24 at Pages 0210 through 0211 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) **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 FAMILY SERVICES, INC., AS TRUSTEE FOR THE SPECIAL NEED TRUST FOR TYRONE BURDEN, JR. (“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.

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

WITNESSES:

GRANTOR: FAMILY SERVICES, INC.,
AS TRUSTEE FOR THE SPECIAL NEED
TRUST FOR TYRONE BURDEN, JR.

SARITA BLACKSTAR
 Print Name: SARITA BLACKSTAR

Witness # 1

Mindy Strum
 Print Name: Mindy Strum
 Witness #2

By: Owner
 Print Name: Bethany Maxwell
 Signature: B Maxwell
 Its: _____
 Date: 5-14-25

STATE OF South Carolina)
)
 COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by, Property Owner, as authorized representative of FAMILY SERVICES, INC., AS TRUSTEE FOR THE SPECIAL NEED TRUST FOR TYRONE BURDEN, JR., the 2002 Jonash Rd., of _____, on this 16 day of May, 2025.

Signature: Bethany Maxwell
 Print Name of Notary: Joshyn McCall
 Notary Public for South Carolina
 My Commission Expires: March 1, 2025

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)
)
COUNTY OF CHARLESTON) ACKNOWLEDGEMENT

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 tract of land, situated, lying and being in James Island, Charleston County, South Carolina, and known and designated as Lot 3 on a Plat entitled "Map of tract of Land Owned by Estate of Rosa Burnham" surveyed March 9, 1961 by W.L. Gaillard, and Measuring and Containing and Butting and Bounding, according to said Plat, generally to the East partially on Lot 2 and partially on the extension of a road, 78 feet, more or less; generally to the South on Lot 4 of the said Plat, 150 feet, more or less; generally to the West on lands now or formerly of Sam Washington, 78 feet, more or less; and generally to the North, partially on lands now or formerly of John Henderson and partially on lands now or formerly of Brown, 150 feet, more or less.

TMS No. 337-00-00-040

This being the same property conveyed to the Special Need Trust for Tyrone Burden, Jr. by deed of distribution in the Estate of Anthonette Richardson Burden, Probate Case No. 2011-ES-10-220-2, dated January 26, 2015 and recorded in the Charleston County Register of Deeds Office in Book 456 at Page 361 on February 9, 2015.

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, "AN EASEMENT PLAT PROPOSED CITY OF CHARLESTON DRAINAGE EASEMENTS OF VARYING WIDTHS LYING IN A PORTION OF THE 'FERGUSON VILLAGE' COMMUNITY, SURVEYED FOR THE CITY OF CAHRLESTON, LOCATED EAST OF RIVERLAND DRIVE (S-10-53) & WEST OF FERGUSON ROAD (S-10-2038), CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson of Cornerstone Surveying & Engineering, Inc. (SCPLS No. 12252), dated January 31, 2023, last revised on the date shown thereon, and recorded on May 10, 2024, in Plat Book L24 at Pages 0210 through 0211 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.

grant any use thereof. Grantor shall have the right, from time to time by sending written notice to the City, to designate the route by which the City will access the Easement across Grantor's Property as long as such route does not prohibit or unreasonably interfere with access to the Easement Areas or use of the Easement for its intended purposes.

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. The rights and obligations set forth in this Agreement shall be binding upon and inure to the benefit of the Grantor and City and their respective successors and assigns except as expressly provided otherwise in this Agreement.
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 Grantor's 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. Relocation of Drainage Easement. Grantor reserves the right to remove and relocate the Drainage Easement and construct and install an alternative Drainage Easement in connection with Grantor's future development of the Grantor's Property provided that such relocation of the Drainage Easement does not unreasonably interfere with Grantee's use of the Drainage Easement and at no expense to Grantee. In the event Grantors elect to relocate the Drainage Easement, this Agreement shall be amended to reflect the new location of the Drainage Easement, such location to be of approximately the same size and dimensions as set forth in Exhibit C and shall accomplish the same purpose. The new location of the Drainage Easement shall satisfy any municipal, local, or state requirements in effect at the

time the Agreement is amended. Grantor shall bear all costs associated with the relocation of the Drainage Easement, including construction costs, legal fees, and recording fees. Excluding the location, all other terms of this Agreement shall remain the same upon amendment.

8. Title. The Drainage Easement granted in this Agreement is being granted subject to easements, right of ways, covenants and restrictions of record including, but not limited to, those shown on the plat described in Exhibit B. Each Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to its tenant in common interest in the Grantor's Property; and (2) there are no mortgages, liens, judgments, or lis pendens prohibiting or limiting Grantor's ability to enter into this Agreement (the documents described in (2) are collectively, "Instruments and, individually, an "Instrument"); and (3) to the best of each Grantor's Knowledge (as hereinafter defined) there are no easements, restrictions, covenants, leases, licenses or other instruments prohibiting or limiting Grantor's ability 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 or any documents described in (3) above of which Grantor had Knowledge as of the date this Agreement is executed by Grantor. For purposes hereof, a Grantor's "Knowledge" is defined as the actual knowledge of the members, managers or officers of the Grantor without conducting any independent inquiry or investigation. The Knowledge of one entity comprising Grantor shall not be imputed to the other entities comprising Grantor.
9. Maintenance of Wetlands System. Grantor acknowledges that the Drainage Easements are not constructed improvements, but rather are existing natural features in freshwater or salt water wetlands that provide drainage from upstream areas conveying public runoff from River Road. To this end and by way of this Agreement, Grantee desires to protect and maintain the current natural surface flow of stormwater in the Easement Areas so that it continues to function unimpaired, and, if necessary, remove future obstructions within the wetland system by hand (or where the use of mechanized equipment is proposed, via a plan that is pre-approved in writing by the U.S. Army Corps of Engineers, Charleston District (Corps)) in order to maintain the natural state of drainage patterns that existed in the wetland system prior to the development without draining any wetlands and/or compromising the hydrological integrity of the wetlands on the Property. Grantor shall have no responsibility to clean, inspect, maintain or repair the Easement Areas except for repairing any damage to the Easement Areas caused by the acts of the Grantor or its employees, agents, contractors, licensees or invitees. Any periodic mowing, cleaning or other similar actions by or for Grantor shall not be deemed a waiver of this provision.
10. Right to Tie Into Drainage Easements. Grantor shall have the right, at its option and expense, to tie into the Drainage Easements for the benefit of Grantor's Property; provided, however, as a condition thereof, Grantor shall obtain an encroachment permit from the City in accordance with the terms of section 5 in this Agreement.

11. Notices. Any notice, demand, request, or other communication required hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; or (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent overnight delivery. Any notice, demand, request, or communication to Grantor or City shall be addressed as follows:

If to the City:

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

With a copy to:

City of Charleston
Attn: Corporation Counsel
50 Broad Street
Charleston, SC 29401

If to Grantor:

Kerrland Investments, LLC,
RHK, LLC &
Seven Oaks Carolina, LLC
Attn: James J. Kerr
2409-A Mall Drive
N. Charleston, SC 29406

With a copy to:

D. Carlyle Rogers, Jr., Esq.
1439 Stuart Engals Blvd., Suite 202
Mt. Pleasant, SC 29464

Either party shall have the right to designate a different address for purposes of this Agreement by sending no less than seven (7) days prior written notice to the other party pursuant to this section.

If after the Effective Date of this Agreement Grantor conveys title to the Grantor's Property to a third party and the successor in title to the Grantor has not designated a different address by sending no less than seven (7) days prior written notice to the City pursuant to this section, then for purposes of a notice to Grantor, any notice shall be sent to the address of the Grantor's successor in title at the address listed in the most recent real property tax bill for the Grantor's successor in title; provided, however, if a new real property tax bill has not yet been issued subsequent to the recording of the deed from Grantor, such notice

to the Grantor's successor in title shall be sent to the Grantee's address listed in the recorded deed.

12. Severability. The validity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part thereof, and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.
13. Assignment. The rights granted to the City by this Agreement shall not be assigned to any other person or entity without the express written permission of Grantor in response to a written request from the City. Grantor shall not unreasonably withhold its consent to any such request for approval of an assignment. Consent to one assignment shall not constitute a waiver of this provision with respect to subsequent transactions. Each assignee shall be jointly and severally liable to Grantor for all obligations of the City hereunder. The City shall not be relieved of its obligations pursuant to this Agreement regardless of Grantor's consent to any assignment.
14. 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.
15. 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.
16. Amendment. This Agreement may be amended only by a written instrument approved by the City Council of Charleston 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.


17. 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.
18. 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.
19. Effective Date. Upon approval and recording of the final plat showing the Drainage Easements as described in Exhibit B attached hereto (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. Recordation of this Agreement by the City in the records of the Charleston County Register of Deeds Office shall confirm that this Agreement has been accepted by the City Council of Charleston.

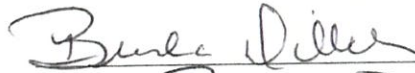
TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto 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 by or through Grantor, but not otherwise.

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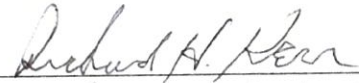
IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:


Print Name: JAMES A. MYERS
Witness # 1


Print Name: Brenda Dillehay
Witness #2

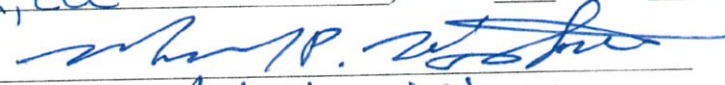
GRANTOR: RHK, LLC, a South Carolina
limited liability company

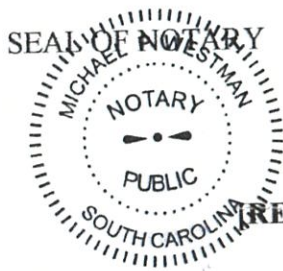
By: 
Print Name: RICHARD H. KERR
Its: MEMBER
Date: 3-26-25

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
Richard Kerr, the Grantor/member of
RHK, LLC, on this 26 day of March, 2025.

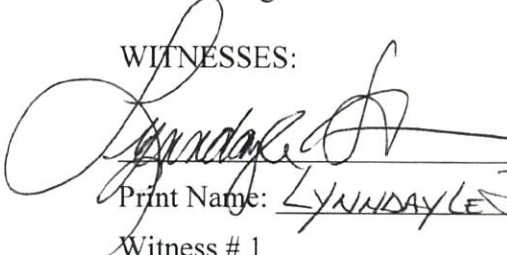
Signature: 
Print Name of Notary: Michael P. Westman
Notary Public for South Carolina
My Commission Expires: 07/15/2030




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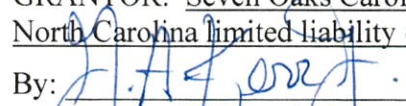
IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:


Print Name: LYNDAYLE JONES
Witness # 1


Print Name: Melissa W. Truitt
Witness #2

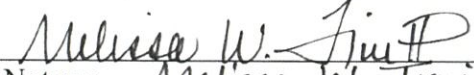
GRANTOR: Seven Oaks Carolina, LLC, a
North Carolina limited liability company

By: 
Print Name: JOHN A. KERR JR.
Its: MANAGER & MEMBER
Date: 3/25/2025

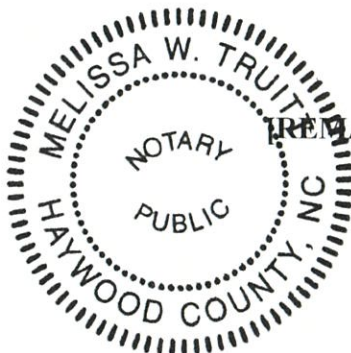
STATE OF North Carolina)
COUNTY OF Buncombe)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by John A. Kerr Jr., the Manager & Member, of Seven Oaks Carolina LLC, on this 25th day of March, 2025.

Signature: 
Print Name of Notary: Melissa W. Truitt
Notary Public for Haywood Co., N.C.
My Commission Expires: 9-19-2029

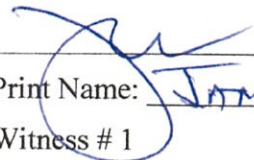
SEAL OF NOTARY

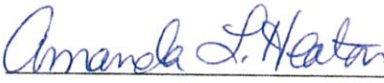


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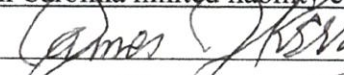
IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:


Print Name: James Kerr Jr
Witness # 1


Print Name: Amanda L. Heaton
Witness #2

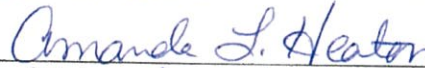
GRANTOR: Kerrland Investments, LLC, a
South Carolina limited liability company

By: 
Print Name: James J. KERR
Its: member
Date: 3/25/25

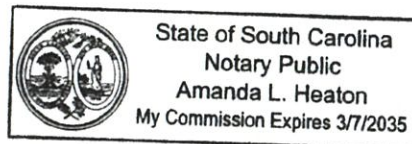
STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by James J. Kerr the Member of Kerrland Investments LLC, on this 25 day of March, 2025.

Signature: 
Print Name of Notary: Amanda L. Heaton
Notary Public for State of South Carolina
My Commission Expires: 3/7/2035

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'S PROPERTY]

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being on Johns Island, in the County of Charleston, State of South Carolina shown and described as "TRACT A-2, TOTAL ACREAGE 744,466 SF, 17.091 AC" as shown and delineated on a plat thereof entitled "A SUBDIVISION PLAT OF TMS # 345-00-00-090, TRACT A (9.160 AC), TRACT A-1 (32.831 AC), AND TRACT A-2 (17.091 AC) OWNED BY RHK LLC ET AL, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by John T. Byrnes III, S.C.P.L.S. No. 16115, of Seamon Whiteside & Associates Surveying, LLC, dated May 9, 2019, last revised June 6, 2019, and recorded June 10, 2019 in Plat Book L19, at Page 0236 in the ROD Office for Charleston County, South Carolina (the "Plat"). Said property having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

TMS No. 345-00-00-218

This being a portion of the property conveyed to RHK, LLC by deed of Richard H. Kerr dated October 12, 2005 and recorded in the Charleston County Register of Deeds Office in Book D567 at Page 398 on December 28, 2005.

AND

ALL that piece, parcel or tract of land, together with any improvements thereon, situate, lying and being on Johns Island, in the County of Charleston, State of South Carolina, and shown and designated by the numbers 7-8-13-14-15-16-17-18-19-20-21-7 on a plat bearing the legend: "COMPOSITE PLAT OF SEVEN OAKS" situate on Maybank Highway and River Road on Johns Island, Charleston County, South Carolina, dated August 22, 1966 by E.M. Seabrook, Jr., C.E. and L.S. filed in the case of Basil R. Kerr et al, Plaintiffs vs. Richard H. Kerr, Defendant and recorded in the RMC Office for Charleston County in Plat Book W, at Page 11. Said tract having such size, shape, dimensions, buttings and boundings as will more fully appear by reference to said plat.

MEASURING AND CONTAINING approximately forty-two (42) acres of highland and approximately two hundred fifty-six and 4/10ths (256.4) acres of marsh land; SAVING AND EXCEPTING approximately 7.22 acres of the approximate 14.44 acre parcel of land conveyed to the South Carolina Department of Transportation by deed dated March 31, 2000 and recorded in Book F-350, at Page 391 in the RMC Office for Charleston County, South Carolina.

TMS Nos. 345-00-00-092 and 345-00-00-129

EXHIBIT A (Continued)

This being a portion of the property conveyed to: RHK, LLC by deed of Richard H. Kerr dated October 12, 2005 and recorded in the Charleston County Register of Deeds Office in Book D567 at Page 398 on December 28, 2005; Seven Oaks Carolina, LLC by deed of John A. Kerr dated September 26, 2005 and recorded in the Charleston County Register of Deeds Office in Book D567 at Page 404 on December 28, 2005; and Kerrland Investments, LLC f/k/a Kerrland Commercial, LLC, by deed of James J. Kerr dated September 26, 2005 and recorded in the Charleston County Register of Deeds Office in Book D567 at Page 416 on December 28, 2025.

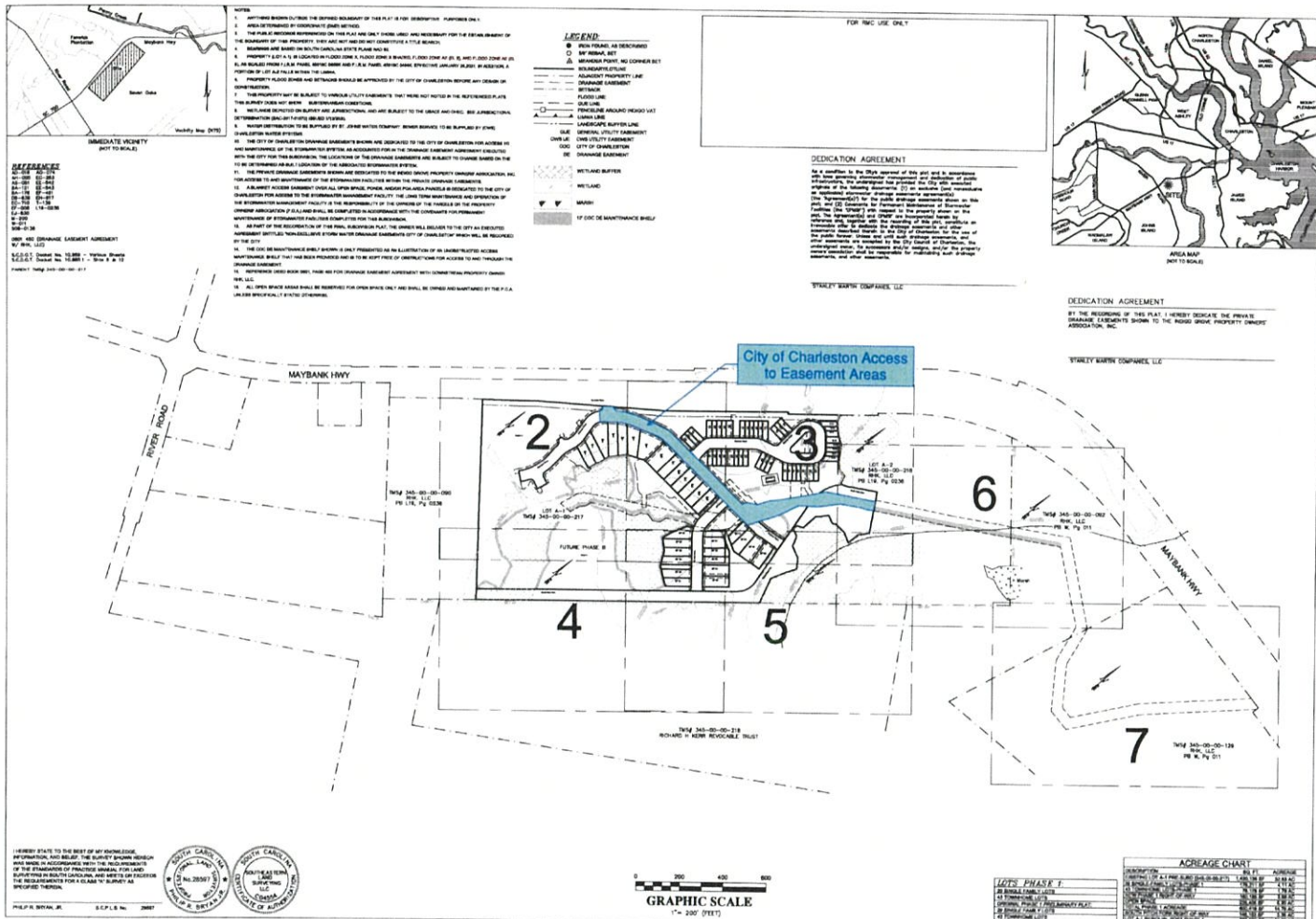
EXHIBIT B

[DESCRIPTION OF EASEMENT AREAS]

All those certain drainage easements of various widths being shown and labeled "NEW 50' CC DE", "NEW 20' COC DE MAINTENANCE SHELF" or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "A SUBDIVISION PLAT OF INDIGO GROVE, PHASE 1A, LOT A-1; TMS#: 345-0000-127, OWNED BY STANLEY MARTIN COMPANIES, LLC, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Philip R. Bryan , Jr. (SCPLS No. 28597), of Southeastern Land Surveying, LLC, dated June 7, 2023, last revised on the date shown thereon, and recorded on March 7, 2025, in Plat Book L25 at Pages 0084 through 0091 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.

EXHIBIT C

[See Attached]



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **NON-EXCLUSIVE STORMWATER
DRAINAGE EASEMENTS AGREEMENT**
(CITY OF CHARLESTON)

This Non-Exclusive stormwater Drainage Agreement (this “Agreement”) is made and entered into on the Effective Date (as hereinafter defined), by and between STANLEY MARTIN HOMES, LLC, a Delaware Limited Liability Company (“Owner”), and the CITY OF CHARLESTON (“City”).

WHEREAS, Owner holds title to that certain real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"), said Property being designated as Charleston County TMS No. 345-00-00-217;

WHEREAS, City desires to protect and maintain the natural surface flow of stormwater and, if necessary, remove future obstructions within the wetland system by hand (or where the use of mechanized equipment is proposed, via a plan that is pre-approved in writing by the U.S. Army Corps of Engineers, Charleston District (Corps)) in order to maintain the natural state of drainage patterns that existed in the wetland system prior to the development without draining any wetlands and/or compromising the hydrological integrity of the wetlands on the Property, as is consistent with the Conservation Easement (as defined herein in Section 2 below) and/or Declaration of Restrictive Covenants (the Declaration, as defined herein in Section 2 below) protecting the integrity of the ecological function of the wetlands ("wetland system") and in a way that does not change the grade or elevation, impair the flow or circulation of water, reduce the reach of waters, or produces any discharge or activity which requires a permit under clean water or water pollution control laws and regulations, across a portion of the Property, as further described herein, subject to the City's compliance with the Declaration and/or Conservation Easement, and its receipt of any approvals, consents, or waivers required thereunder from the Corps and/or the South Carolina Department of Environmental Services (SCDES) (as defined in the Declaration and/or Conservation Easement);

WHEREAS, to accomplish this objective, City must obtain certain easements from Owner permitting the City to access, inspect and permissibly remove future obstructions within the wetland system through the referenced portion of the Property, as hereinafter described, subject to the City's compliance with the Declaration and/or Conservation Easement, and its receipt of any approvals, consents, or waivers required thereunder from the Corps and/or SCDES; and

WHEREAS, Owner desires to cooperate with City and to grant unto City certain permanent and non-exclusive stormwater drainage easements in and to the Property necessary therefore in order to remove obstructions should they occur and if they are deemed likely to cause flooding problems on adjacent properties. However, the certain permanent and non-exclusive stormwater drainage easements are not intended in any way to improve drainage of the Property such that the hydrology of the wetlands on the Property are drained and/or the integrity of the wetland system is compromised.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the Storm Water System to the Property, Owner has granted, bargained, sold, released and conveyed, and,

by these presents, hereby grants, bargains, sells, releases and conveys unto the CITY OF CHARLESTON permanent, non-exclusive stormwater drainage easements (the "Drainage Easements") over the portion of the Property more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the "Easement Area(s)"), subject to the following terms and conditions:

1. The recitals and exhibits are incorporated herein by reference as if fully restated verbatim.
2. NOTICE: THE EASEMENT AREAS, AND THE CITY'S RIGHTS ARISING UNDER THIS AGREEMENT, ARE SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (TOGETHER WITH ANY FUTURE DECLARATION OF RESTRICTIVE COVENANTS REQUIRED BY A GOVERNMENTAL ENTITY ARISING FROM OR RELATING TO WETLANDS RECORDED (OR TO BE RECORDED IN THE FUTURE) AGAINST THE PROPERTY, THE "DECLARATION") RECORDED ON DECEMBER 20, 2024, IN DEED BOOK 1285 AT PAGE 824 IN THE ROD OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA (COLLECTIVELY, THE "WETLANDS DECLARATION"). OWNER HEREBY GRANTS THE CITY OF CHARLESTON THE DRAINAGE EASEMENTS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, INSPECT, AND MAINTAIN ANY AND ALL PROTECTED WETLANDS AND PROTECTED WETLAND BUFFERS DELINEATED IN THE WETLANDS DECLARATION, SUBJECT AT ALL TIMES TO THE RESTRICTIONS, PROCEDURES, AND REQUIRED PERMISSIONS STATED IN SUCH WETLANDS DECLARATION, INCLUDING ANY CONSERVATION EASEMENT. City shall be responsible for any non-compliance issues that arise based on any work performed by the City found to be not in compliance with the Wetlands Declaration as determined by the respective entities holding the enforcement rights of the Wetlands Declaration (e.g., Corps, SCDES) including any Conservation Easement (e.g., Corps, SCDES, Holder / Grantee).
3. City shall at all times have the right of ingress and egress to the Easement Areas to conduct the allowable activities set forth herein with respect to the Storm Water System.
4. The Drainage Easements set forth herein shall be commercial in nature and shall run with title to the Property.
5. City has no obligation to repair, replace or to compensate Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Drainage Easements during the conduct of City's allowable activities, as described herein, but the foregoing shall not limit the City's obligation to comply with the terms of the Wetlands Declaration, including any Conservation Easement, in conducting such activities. The City is obligated to comply with the prohibitions identified in the Wetlands Declaration, including any Conservation Easement limiting activities in the wetland system and is responsible for all work conducted under the Drainage Easements.
6. Exhibit C is attached hereto and incorporated herein by reference solely to demonstrate the general location of the wetlands, wetland buffers, and wetland fill proposed to be located

on the Property in conjunction with the Wetlands Declaration. The reference and incorporation of Exhibit C does not constitute a permit or approval of the development or subdivision shown thereon by the City or other governmental entity or create any vested right in favor of Owner with respect to the development or subdivision shown thereon.

7. City shall have the right, but not the obligation, to request from the Corps and/or SCDES modifications or amendments to the scope of permitted activities under the Wetlands Declaration, including any Conservation Easement without the consent of Owner; provided, however, such requests may not adversely impact Owner's rights under permits received by Owner from the Corps and/or SCDES. The City is aware that the Corps and DES have no obligation to grant any requests from the City as they relate to prohibited activities identified in the Wetlands Declaration, including any Conservation Easement. The City acknowledges that the priority for the Corps and DES is the integrity of the ecological functionality of the wetland system.
8. Subject to compliance with the Wetlands Declaration, including any Conservation Easement, and Owner's receipt of any approvals, consents, or waivers required thereunder from the Corps and/or SCDES, Owner hereby retains the right to access and use the Easement Area for any purpose deemed necessary by Owner, so long as such access and use does not unreasonably interfere with the City's rights under this Agreement.
9. 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 said Drainage Easements unto the CITY OF CHARLESTON, its successors and assigns, against Owner and Owner's successors and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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

WITNESSES:

GRANTOR: STANLEY MARTIN
HOMES, LLC


Print Name: D. CHARLES HAMILTON II

Witness # 1


Print Name: Cade Patterson

Witness #2

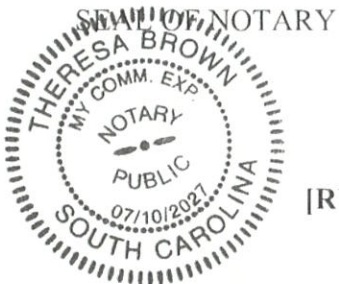
By: Josh W. Balamuta
Print Name: Josh W. Balamuta
Its: Division President
Date: 1/13/25

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
Josh Balamuta, the division President, of
Stanley Martin Homes, on this 13th day of January, 2027.

Signature: Theresa Brown
Print Name of Notary: Theresa Brown
Notary Public for South Carolina
My Commission Expires: 7-12-27



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

WITNESSES:

CITY OF CHARLESTON

Witness #1
Print Name: _____

By: Matthew Fountain
Its: Director of Stormwater Management

Witness #2
Print Name: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this _____ day of _____, _____.

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

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EXHIBIT A

[DESCRIPTION OF PROPERTY]

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being on Johns Island, in the County of Charleston, State of South Carolina shown and described as "TRACT A-1, TOTAL ACREAGE 1,430,135.09 SF, 32.831 AC" as shown and delineated on a plat thereof entitled "A SUBDIVISION PLAT OF TMS #345-00-00-090, TRACT A(9.160 AC), TRACT A-1(32.831 AC), AND TRACT A-2 (17.091 AC), OWNED BY RHK LLC ET AL, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by John T. Byrnes III, S.C.P.L.S. No. 16115, of Seamon Whiteside & Associates Surveying, LLC, dated May 9, 2019, last revised June 6, 2019, and recorded June 10, 2019 in Plat Book L19, at Page 0236 in the ROD Office for Charleston County, South Carolina (the "Plat"). Said property having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

TMS Number: 345-00-00-217

This being a portion of the property conveyed to Stanley Martin Companies, LLC, a Maryland limited liability company, by deed of SM Charleston, LLC, a South Carolina limited liability company, dated October 10, 2019, and recorded in the Charleston County Register of Deeds Office in Book 0836 at Pages 531 on November 4, 2019.

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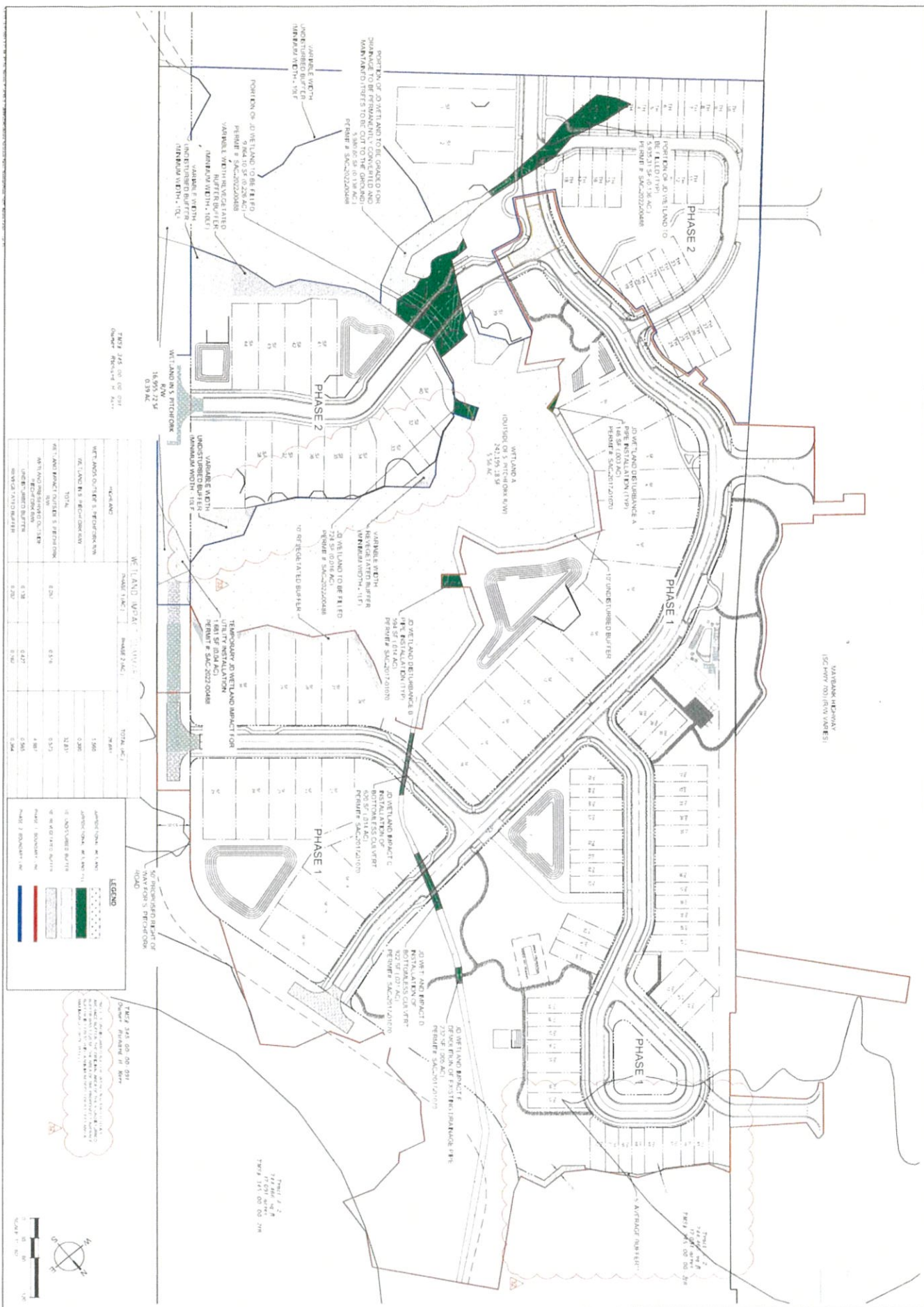
EXHIBIT B

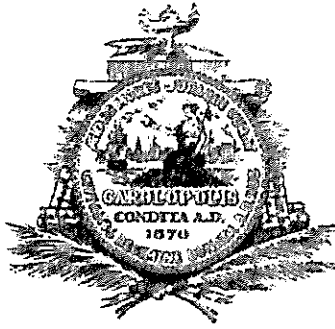
[DESCRIPTION OF EASEMENT AREAS]

All those certain preserved wetlands and preserved buffers shown and described as and all those certain areas generally identified as wetlands and upland wetland buffers but not including those areas identified as permitted as wetland fill areas which is generally depicted on Exhibit C and more specifically identified in the Wetlands Declaration.

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

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RESOLUTION

A RESOLUTION TO ENTER INTO AGREEMENT WITH CHARLESTON COUNTY TO AUTHORIZE THEIR REVENUE COLLECTION DEPARTMENT TO COLLECT CITY OF CHARLESTON STORMWATER FEES ON CHARLESTON COUNTY PROPERTY TAX BILLS

WHEREAS, the City of Charleston currently collects its stormwater fees for City residents who also reside in Charleston County;

WHEREAS, the process involved with stormwater fee billing is costly and time consuming for City of Charleston staff; and

WHEREAS, the City believes it would be cost effective and convenient for the City staff and City property owners to continue to remit the collection of City of Charleston Stormwater fees to the County of Charleston; and

WHEREAS, the City finds that the rights and responsibilities of both parties are adequately described in the Collection Agreement in Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Councilmembers of the City of Charleston, in Council assembled, that the City of Charleston hereby requests that the County of Charleston reflect annual City of Charleston Stormwater Fees on their annual Charleston County Property Tax Bills, and that payment for same and all other details is addressed in Exhibit A attached hereto.

PASSED AND APPROVED, this ____ day of _____, 2025

William S. Cogswell, Jr., Mayor
City of Charleston

ATTEST:

Jennifer Cook
Clerk of Council

Exhibit A

STATE OF SOUTH CAROLINA)	
)	STORM WATER FEE COLLECTION
COUNTY OF CHARLESTON)	AGREEMENT

This agreement is entered into this ____ day of _____ between the City of Charleston (hereinafter referred to as the "City") and the County of Charleston (hereinafter referred to as the "County").

In consideration of the mutual promises contained herein, the parties agree that Charleston County, through its Revenue Collections Office, will bill and collect the City of Charleston Storm Water Fee on behalf of the City of Charleston and each party's duties will be governed by the terms and conditions herein:

I. Duties and responsibilities of the County.

The County shall:

- (1) Develop a computer system to bill and post the fees collected.
- (2) Remit on a monthly basis, all funds collected, less the 2% administrative fee stated in 2(c), with a detailed accounting of the receipts on or about the 15th of the following month.
- (3) Provide reports to monitor procedures and accountability,
- (4) Provide all supplies, postage and personnel to administer collections.
- (5) Conduct applicable collection efforts on unpaid accounts.

2. Duties and responsibilities of the City

The City shall:

- (1) Provide detailed file in format requested.
- (2) Notify the County of any changes to the original billing list.
- (3) Compensate the County 2% of gross collections to offset administration costs and supplies.

3. Term.

The term of this agreement shall be one (1) year from the date of execution and the Town shall have the option to automatically renew this agreement through the year 2026 under the same terms and conditions stated herein.

4. Termination.

Either party may terminate this agreement, in its sole discretion, upon ninety (90) days written notice to the other party. Termination under this section shall be considered "termination for convenience" and the terminating party shall not be entitled to damages, with the exception of any unpaid fees such as "postage and printing fees".

5. Notices.

Any notice required of one party to the other under this Agreement shall be deemed given upon request of written notice in the U.S. mail to the following address:

To the City:

Honorable William S
Cogswell Jr
Mayor, City of Charleston
80 Broad St.
Charleston, SC 20401

To the County:

William L Tuten
Charleston County Administrator
4045 Bridge View Drive
North Charleston, SC 29405-7464

6. Modification.

This agreement constitutes the entire agreement between the parties and may be modified only in writing and signed by both parties.

7. Successors and Assigns.

This agreement and all covenants thereof shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

8. Severance.

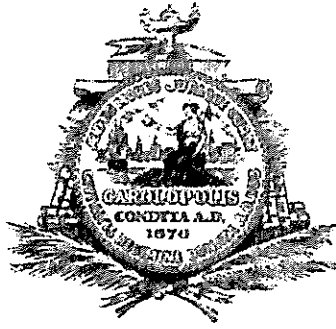
Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole invalid.

IN WITNESS WHEREOF, the parties hereto by their authorized representative have signed, sealed and delivered this agreement at Charleston, South Carolina on the day and year written above.

WITNESSES:

Mayor, City of Charleston

Charleston County Administrator



RESOLUTION

TO ENTER INTO AGREEMENT WITH BERKELEY COUNTY TO AUTHORIZE THEIR REVENUE COLLECTION DEPARTMENT TO COLLECT CITY OF CHARLESTON STORMWATER FEES ON BERKELEY COUNTY PROPERTY TAX BILLS

WHEREAS, the City of Charleston currently collects its stormwater fees for City residents who also reside in Berkeley County;

WHEREAS, the process involved with stormwater fee billing is costly and time consuming for City of Charleston staff; and

WHEREAS, the City believes it would be cost effective and convenient for the City staff and City property owners to continue to remit the collection of City of Charleston Stormwater fees to the County of Berkeley; and

WHEREAS, the City finds that the rights and responsibilities of both parties are adequately described in the Collection Agreement in Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Councilmembers of the City of Charleston, in Council assembled, that the City of Charleston hereby requests that the County of Berkeley reflect annual City of Charleston Stormwater Fees on their annual Berkeley County Property Tax Bills, and that payment for same and all other details is addressed in Exhibit A attached hereto.

PASSED AND APPROVED, this ____ day of _____, 2025

William S. Cogswell, Jr., Mayor
City of Charleston

ATTEST:

Jennifer Cook
Clerk of Council

EXHIBIT A

STATE OF SOUTH CAROLINA)	CITY OF CHARLESTON'S
COUNTY OF CHARLESTON)	STORMWATER MANAGEMENT
CITY OF CHARLESTON)	PROGRAM FEE COLLECTION
)	AGREEMENT WITH THE COUNTY
)	OF BERKELEY

This agreement is entered into this ____ day of _____, 2025, between the City of Charleston (hereinafter referred to as the "City") and the County of Berkeley (hereinafter referred to as the "County").

In consideration of the mutual promises contained herein, the parties agree that the County will bill and collect the City's Stormwater Management Program Fee (Storm water Fee) on behalf of the City annually to the property owner(s) of record, as indicated by the County Assessor's tax rolls as of January 1 of the year of the billing and in conformance with City's Stormwater Management Program, Chapter 27. The parties hereby agree as follows:

TERM.

The term of this agreement shall be one (1) year from date of execution and the City shall have the option to automatically renew this agreement through the year 2030 under the same terms and conditions stated herein.

SCOPE OF SERVICES.

The County shall provide the following services to the City:

- (1) Bill and collect the City's stormwater fee on the property tax bill of the property owner(s) of record, as indicated by the County Assessor's tax rolls as of January 1 of the year of the billing.
- (2) Remit, on a monthly basis, all monies including penalties and interest collected with a detailed accounting of the receipts on, or about, the 15th of the following month.
- (3) Provide quarterly reports of all collections and outstanding accounts by year to the City for proper accountability.
- (4) Provide all supplies, postage, and personnel to administer the City's stormwater fee billing and collections.
- (5) Conduct legal processing on unpaid accounts for a minimum of three (3) years.
- (6) Provide a listing of unpaid account balances and notification to the City for approval prior to conducting write-offs.

DUTIES OF THE CITY.

- 1) The City shall provide the following to the County:
- 2) Identify residential, commercial and vacant lots for billing.
- 3) Calculate the commercial fee based on Chapter 27 of City Code.
- 4) Provide all fee data to the County in a format to allow for upload into the County system.
- 5) Handle all commercial fee protests.
- 6) Monitor and update the data and provide to the County as appropriate.

TERMINATION.

Either party may terminate this agreement, in its sole discretion, upon one hundred and twenty (120) days written notice to the other party. Termination under this section shall be considered "termination for convenience" and the terminating party shall not be entitled to damages, with the exception of any unpaid fees such as "postage and printing fees."

NOTICES.

Any notice required of one party to the other under this Agreement shall be deemed given upon request of written notice in the U.S. mail to the following addresses:

To the City:

Budget, Finance & Revenue
Collections
116 Meeting Street
Charleston, SC 29402

To the County:

Copy to:

Corporation Counsel
50 Broad Street
Charleston, SC 29401

MODIFICATIONS.

This agreement constitutes the entire agreement between the parties and may be modified only in writing and signed by both parties.

SUCCESSORS AND ASSIGNS.

This agreement and all covenants thereof shall be binding upon and ensure to the benefit of the successors and assigns of the parties hereto.

SEVERANCE.

Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy; said offending section shall be void and of no effect and shall not render any other section herein, or this Agreement as a whole invalid.

IN WITNESS WHEREOF, the parties hereto by their authorized representative have signed, scaled, and delivered this Agreement at Charleston, South Carolina on the day and year written above.

BERKELEY COUNTY

By: _____

Name: _____

Title: _____

THE CITY OF CHARLESTON

By: _____

Name: _____

Title: _____

H3.)

Howle Avenue SW Retrofit		Draft Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DEVELOPMENT						
TOTAL DEVELOPMENT COSTS		-	-	-	-	
DESIGN / ENGINEERING						
-52206	TNC-Subgrant (Education Services)	10,000.00		10,000.00	-	The Nature Conservancy
TOTAL D/E COSTS		10,000.00	-	10,000.00	-	
CONSTRUCTION						
-58240	Erosion Control Phase 1	27,965.97	27,965.97	-	-	Land One Group
58240	Excavation Tipping Fees	95,000.00	13,186.93	81,813.07	-	Republic Services-REQ-1675
	Culvert Material Purchase	51,605.48	-	51,605.48	-	CP&P REQ-2234
	Culvert Installation	85,012.00				Truluck Construction
	Landscaping and Site Construction	351,420.70				Premier Horticultural
	Surveying	10,000.00				
	CEI (Fee Amendment #3)	13,000.00				Kimley-Horn
TOTAL CONSTRUCTION COSTS		634,004.15	41,152.90	592,851.25	-	
OTHER						
	Contingency	355,995.85				
TOTAL PROJECT COSTS		1,000,000.00	41,152.90	958,847.10	-	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>RECEIVED</u>			
	NFWF Grant (CC Amdt #1)	1,000,000.00				
TOTAL FUNDING		1,000,000.00	-			
PROJECT SUMMARY						
	AVAILABLE FUNDING	1,000,000.00	-			
	FUNDING NEEDED	1,000,000.00	41,152.90			
	PROJECT BALANCE	-	(41,152.90)			

2:00 PM

CC

[illegible]

CITY OF CHARLESTON
**STORMWATER
MANAGEMENT**



CONSTRUCTION SPECIFICATIONS &
CONTRACT DOCUMENTS

**HOWLE AVENUE STORMWATER RETROFIT
LANDSCAPING**

MAY 2025

Mayor William S. Cogswell, Jr.

City Council

Boyd Gregg

Kevin Shealy

Jim McBride

Robert M. Mitchell

Karl L. Brady, Jr.

William Dudley Gregorie

Perry K. Waring

Michael S. Seekings

William P. Tinkler

Stephen Bowden

Ross A. Appel

Caroline Parker

Howle Avenue Stormwater Retrofit

Bid and Contract Documents

Table of Contents

Front End Documents

01105	Advertisement for Bids
01110	Information for Bidders
01140	Bid
01219	Notice of Apparent Low Bid
01220	Notice of Intent to Award
01221	Change Order
01222	Notice to Proceed
01230	General Conditions

Technical Specifications

Permits

Drawings

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

Addenda

1	Addendum No. 1 (date)
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Other Attachments

1	RESERVED
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Howle Avenue Stormwater Retrofit Landscaping

SECTION 01105

ADVERTISEMENT FOR BIDS

PROJECT: HOWLE AVENUE STORMWATER RETROFIT LANDSCAPING

OWNER: City of Charleston

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

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

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

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

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

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



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

(End of Section 01105)

SECTION 01110

INFORMATION FOR BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office publicly opened and read aloud. Late Bids will not be accepted nor considered.

2. **LICENSES:** ~~The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his Bid.~~

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

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

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

4. **GUARANTY BONDS:** ~~The Bidder to whom the contract is awarded will be required to execute the Agreement within 10 calendar days from the date when Notice of Apparent Low Bid is delivered to the Bidder.~~

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

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

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

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

Howie Avenue Stormwater Retrofit

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

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

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

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

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

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

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

Howie Avenue Stormwater Retrofit

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

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

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

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

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

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

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

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

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

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

- 19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.
- 19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

Howie Avenue Stormwater Retrofit

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

Howle Avenue Stormwater Retrofit

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

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

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

Howle Avenue Stormwater Retrofit

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

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

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

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

Howle Avenue Stormwater Retrofit

Upper Left Hand Corner:

Bidder's Name Premier Horticultural Services

Bidder's Address 1020 Shen Drive
Mt. Pleasant SC,
29464

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

Attention: Mr. Matthew Fountain, P.E. & P.G.
Director

Lower Left Hand Corner:

Bid for Construction of:

HOWLE AVENUE STORMWATER RETROFIT

South Carolina General Contractor's License No. _____

Classification _____

Expiration Date _____

City of Charleston Business License No. BL039756-01-2025

Howle Avenue Stormwater Retrofit Landscaping

SECTION 01140

BID

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

FROM: Premier Horticultural Services

Phone 843-696-5118

Email PremierhortSucs1@gmail.com

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

PROJECT: HOWLE AVENUE STORMWATER RETROFIT LANDSCAPING

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

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

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

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

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

Howie Avenue Stormwater Retrofit Landscaping

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. <u>1</u>	Date <u>5-13-2025</u>
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

HOWLE AVENUE STORMWATER RETROFIT LANDSCAPING					AMOUNT	
Item No.	Approximate Quantity	Spec No.	Item Description	UNIT PRICE		
1	1	LS	N/A MOBILIZATION-MOBILIZATION & DEMOBILIZATION		37,000.00	
2	12,150	SF	N/A COMPACTED GRAVEL PATHWAY		92,957.75	
3	12,150	SF	N/A GRAVEL-LOCK PATHWAY		136,175	
4		EA	N/A PLANTING-TREES			
4a	6	EA	N/A White Fringetree	575.00	5175.00	
4b	6	EA	N/A Sweetbay Magnolia	575.00	3450.00	
4c	6	EA	N/A Tupelo	675.00	4050.00	
4d	3	EA	N/A Bald Cypress	675.00	2025.00	
5		EA	N/A PLANTING-SHRUBS			
5a	25	EA	N/A Sweet Azalea	56.65	1416.25	
5b	27	EA	N/A Buttonbush	56.65	1529.55	
5c	45	EA	N/A Sweet Pepperbush	56.65	1529.55	
5d	11	EA	N/A Don's Dwarf Wax Myrtle	56.65	623.15	
5e	31	EA	N/A Dwarf Palmetto	66.25	2053.75	
6	2475	see plans	N/A Ground Cover Mix1	9.6	23760	
7	2950	see plans	N/A Ground Cover Mix2	9.09	26815.5	
8	313	see plans	N/A Salinasow Catgrass	7.25	2269.25	
9	14230	SF	N/A SC Piedmont FLOW Seed Mix	1.50	21345.00	
10	1	EA	N/A SITE IMPROVEMENTS - FENCING/RAILINGS	55	6,930.00	
SUBTOTAL						
11	1	EA	N/A OWNER'S CONTINGENCY (5% of SubTotal)			351,420.70
TOTAL						

Notes:

1. Additional work shall be paid in accordance with these unit prices.
2. The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc. necessary to complete the proposed improvements shown and described in the Contract Documents.
3. The above quantities are taken from the Construction Drawing by Linley-Horn, dated March 25, 2023. Bidders must note any variances between bid form quantities and plan quantities. If variances exist, the plan quantities are to be used.

Howle Avenue Stormwater Retrofit Landscaping

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:

Three hundred thousand five hundred forty-two and 70/100 (Dollars) (\$ 351,420.70).

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.

Howle Avenue Stormwater Retrofit Landscaping

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 _____.

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)

Premier Horticultural Services
(Contractor)

By: [Signature]
(Signature)

Jesse Crompton
(Name)

Managing Partner
(Title)

1020 S. Shen Drive Mt. Pleasant
(Address)

SC, 29464

SC General Contractor's License No. N/A

Initial the following items to indicate compliance with specifications:

C 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

Jesse Crompton, being first duly sworn, deposes and says that:

1. He is Mga Partner of Premier Horticulture Services 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.

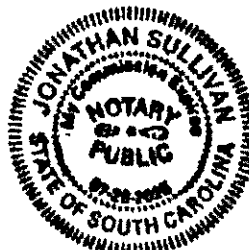
(signed)

Managing Partner
(Title)

Subscribed and sworn to before me this 21st day of May, 2025

Jonathan Sullivan
Notary Public (title) for South Carolina

My commission expires 7-28-2025



MWBE Compliance Provisions

New Women/Minority Business Enterprise Forms

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

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

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

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

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

APPLICATION:

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

Definitions:

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

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

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

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

Name of Company: Premier Horticultural Services

[Signature]
Signature

Jesse Crompton
Print Name

Managing Partner
Title

5-21-25
Date

Attest: Tyler Crompton

Howle Avenue Stormwater Retrofit Landscaping

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")

- o 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.*
- o 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.
- o 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.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- o 5. Attended pre-solicitation meetings scheduled by the City.
- o 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- o 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.)*
- o 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.
- o 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.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- o 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: _____

Howle Avenue Stormwater Retrofit Landscaping

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 Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Firm Address Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr/> <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Firm Address Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr/> <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Firm Address Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr/> <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Firm Address Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr/> <input type="checkbox"/> Follow up Verification

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

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

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

Signature: _____

Notary Public for the State of _____

My Commission Expires: _____

Title: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

**Howle Avenue Stormwater Retrofit Landscaping
AFFIDAVIT B**

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

Affidavit of _____, I hereby certify that on the
(Name of Offeror)

_____, Total Project Amount \$ _____
(Project Name)

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

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

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

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

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

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

Signature: _____

Title: _____

Sworn to before me this _____ day of _____, 20____. Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

Howle Avenue Stormwater Retrofit Landscaping

AFFIDAVIT C

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

Affidavit of Premier horticultural Services
(Name of Offeror)

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

Howle Avenue Stormwater Retrofit Landscaping
(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: 5/21/25 Name of Authorized Officer (Print/Type): Jesse Crompton

Signature: [Signature]
Title: Managing Partner

Sworn to before me this 21st day of May, 2025
Notary Public for the State of South Carolina
My Commission Expires: 7-28-2025
Print Name: Jonathan Sullivan
Phone Number: (843) 814-6380
Address: 1240 Ewell Street
Wt. Pleasant, SC 29414

Notary Seal:



(End of Section 01140)

Howle Avenue Stormwater Retrofit

NOTICE OF APPARENT LOW BID

TO: _____

PROJECT DESCRIPTION: HOWLE AVENUE STORMWATER RETROFIT

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

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

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

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

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

Dated this _____ day of _____, 20____

City of Charleston

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

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

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

This the _____ day of _____, 20____

By _____
Title _____

Howle Avenue Stormwater Retrofit

NOTICE OF INTENT TO AWARD

TO: _____

PROJECT DESCRIPTION: HOWLE AVENUE STORMWATER RETROFIT

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

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

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

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

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

Dated this _____ day of _____, 20____

City of Charleston

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

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

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

This the _____ day of _____, 20____

By

Title _____

Howle Avenue Stormwater Retrofit

NOTICE TO PROCEED

TO: _____

Date: _____

Project: Howle Avenue Stormwater Retrofit

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

City of Charleston

Owner

By: _____

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

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 20____.

By _____

Title _____



City of Charleston

HOWLE AVENUE STORMWATER RETROFIT LANDSCAPE PROJECT

To: All Prospective Bidders

Subject: Addendum 01

Date: 05/13/2025

This addendum modifies the Contract Documents only in the manner and to the extent stated herein and on any accompanying drawings. This addendum will become part of the Contract Documents. Except as specified or otherwise indicated by this addendum, all work shall be in accordance with the basic requirements of the Contract Documents.

Bidder shall acknowledge receipt of the Addendum in the space provided on the bid form. Failure to do so may constitute informality in the bid.

a. Changes to prior Addenda

- a. None with this addendum.

b. Changes to Bidding Requirements

- a. None with this addendum.

c. Changes to the Specifications

- a. None with this addendum.

d. Changes to the Drawings

- a. Revised the Gravel-Iok Detail on sheet C6-00 for clarity. To use 4" Cell-Tek.

e. Clarifications

- a. The following clarifications are provided
 - i. None with this addendum.
- b. The following questions have been submitted by Bidders
 - i. None with this addendum

Addendum 01
Howle Avenue Stormwater Retrofit Landscape Project
05/13/2025
Page 2

If you have any questions, please feel free to call 843-724-3764 or e-mail cavet@charleston-sc.gov.

END OF ADDENDUM 01

HOWLEAVE, CITY OF CHARLESTON, SC 29412



THE PROJECT SITE DOES LIE WITHIN FLOOD HAZARD ZONE AS PER FIGURE
PANEL 45019C0613K DATED 01/29/2021

OWNER / APPLICANT

OWNER/ARCHITECT	CITY OF CHARLESTON 115 N. MARKET ST. CHARLESTON, SC 29401 PHONE: (803) 724-3764 CONTACT: TAYLOR T. CUMER
LANDSCAPE ARCHITECT	NAILEY HORN & ASSOCIATES, INC. 115 N. MARKET STREET, SUITE 250 CHARLESTON, SC 29401 PHONE: (803) 724-6793 CONTACT: ANDREW K. HORN, 115 N. MARKET STREET, SUITE 250 CHARLESTON, SC 29401
Civil Engineer	NAILEY HORN ASSOCIATES, INC. 115 N. MARKET STREET, SUITE 250 CHARLESTON, SC 29401 PHONE: (803) 724-6793 CONTACT: ANDREW K. HORN, 115 N. MARKET STREET, SUITE 250 CHARLESTON, SC 29401
CONTRACTOR	THOMAS PARCELL/PAFFENBARGER 115 N. MARKET STREET, SUITE 250 CHARLESTON, SC 29401 PHONE: (803) 724-6793 CONTACT: ANDREW K. HORN, 115 N. MARKET STREET, SUITE 250 CHARLESTON, SC 29401

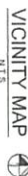
[illegible]

THE PUBLIC WILL BE ASKED TO CONSIDER:

CITY OF CHARLESTON PROJECT ID #: 1K6-SF2023-000693

THE PROJECT INVOLVES THE RECONSTRUCTION OF A 1.8-ACRE (0.0073) PORTION OF LAND TO PROVIDE ECONOMIC, FLOODPLAIN STORAGE OF APPROXIMATELY 42 ACFT. ADDITIONALLY, THE PROJECT WILL INCLUDE THE CONSTRUCTION OF A RECREATION PATH, AND LANDSCAPING. THE ORIGINAL PROJECT DISTURBED AREA IS 2.5 ACRES. APPLICANTS WILL BE REQUIRED TO CONDUCT FIELD SURVEYS AND 60-ACFT OF NON-ADJUDICATED WETLANDS WILL BE IMPACTED. THE PROJECT WILL NOT INCURSE IMPERMANENT CONVERSION FOR THE PROPOSED IMPROVEMENTS.

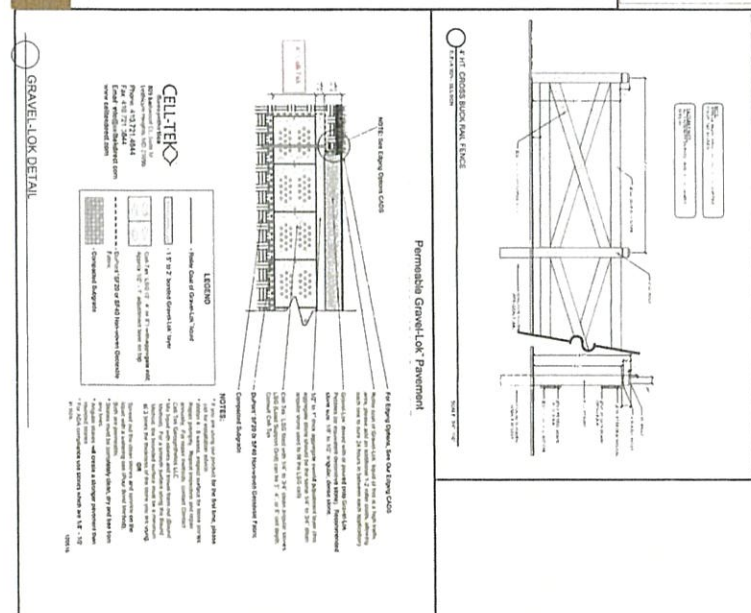
1. ATTENTION TO THE FACT THAT THE USE OF FIELD DRUGS MAY HAVE BEEN DETERMINED BY THE RESEARCHER, THE POLICE, OR BOTH. THE RESEARCHER SHOULD BE AWARE OF THE RESEARCH PROTOCOL, THE POLICE PROTOCOL, AND THE RESEARCHER'S OWN PROTOCOLS AND PROCEDURES FOR THE USE OF FIELD DRUGS. THE RESEARCHER SHOULD BE AWARE OF THE RESEARCH PROTOCOL, THE POLICE PROTOCOL, AND THE RESEARCHER'S OWN PROTOCOLS AND PROCEDURES FOR THE USE OF FIELD DRUGS.
2. THE RESEARCHER SHOULD BE AWARE OF THE RESEARCH PROTOCOL, THE POLICE PROTOCOL, AND THE RESEARCHER'S OWN PROTOCOLS AND PROCEDURES FOR THE USE OF FIELD DRUGS. THE RESEARCHER SHOULD BE AWARE OF THE RESEARCH PROTOCOL, THE POLICE PROTOCOL, AND THE RESEARCHER'S OWN PROTOCOLS AND PROCEDURES FOR THE USE OF FIELD DRUGS.
3. THE RESEARCHER SHOULD BE AWARE OF THE RESEARCH PROTOCOL, THE POLICE PROTOCOL, AND THE RESEARCHER'S OWN PROTOCOLS AND PROCEDURES FOR THE USE OF FIELD DRUGS. THE RESEARCHER SHOULD BE AWARE OF THE RESEARCH PROTOCOL, THE POLICE PROTOCOL, AND THE RESEARCHER'S OWN PROTOCOLS AND PROCEDURES FOR THE USE OF FIELD DRUGS.





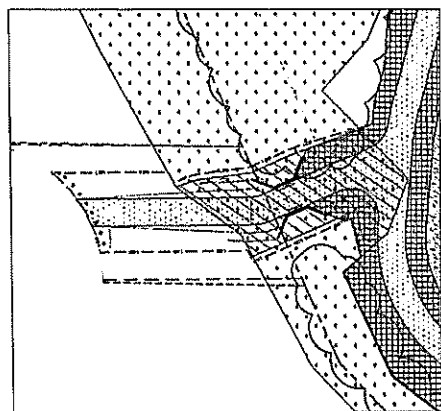
REVISION	SHEET NUMBER	SHEET TITLE
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2	1-1-02	UNESCO DETAIL 5 - SLED BOX	
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[illegible][illegible]



 City of Charleston	PROJECT HOWLE AVE STORMWATER RETROFIT <small>HOWLE AVE, CITY OF CHARLESTON, SC 29411</small>	CLIENT CITY OF CHARLESTON 2 GEORGE ST SUITE 2100 CHARLESTON, SC 29411 PHONE: 843.724.3764	SCALE AS SHOWN DRAWN BY JRG DESIGNED BY JRG CHECKED BY JRG	 Kimley»Horn 6101 HOLLY HORN AND ASSOCIATES, INC. 1088 MORRISON DRIVE, SUITE 242 CHARLESTON, SOUTH CAROLINA 29403 PHONE (843) 737-6380 WWW.KIMLEY-HORN.COM	5 ISSUED FOR CONSTRUCTION 03-29-2025 KHA
					4 REBIDDED PER CITY OF CHARLESTON COMMENTS 02-12-2025 KHA 3 PREPARED PER CITY OF CHARLESTON AND SCDD COMMENTS 06-15-2024 KHA 2 PREPARED PER CITY OF CHARLESTON COMMENTS 04-19-2024 KHA 1 ISSUED FOR PERMIT REVIEW 01-25-2024 KHA 0 ISSUED FOR PRE-APP MEETING 09-18-2023 KHA
CG-00 09/15/2023 3 SHEETS / 1 SHEET SET	TITLE CONSTRUCTION DETAILS				NO. REVISIONS DATE BY

[illegible]

SEE PAGE
L1-00

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

LANDSCAPE PLAN

**CITY OF
CHARLESTON**
2 GEORGE ST
SLATE 2180
CHARLESTON SC 29401
PHONE: 843.724.3744

DESIGNED BY	RJC
DESIGNED BY	RJC
CHECKED BY	ATB



Kimley»Horn
© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
115 FAIRCHILD STREET, SUITE 200
CHARLESTON, SOUTH CAROLINA 29412
PHON (843) 737-4329
WWW.KIMLEY-HORN.COM

4	RESERVED PER CITY OF CHARLESTON COMMENTS	03-12-2025	KM
3	RESERVED FOR SAY OF CHARLESTON AND SECOG COMMENTS	05-15-2024	KM
2	RELEASED PER CITY OF CHARLESTON COMMENTS	04-18-2024	KM
1	ISSUED FOR PERMIT REVIEW	01-29-2024	KM
0	ISSUED FOR PRE APP MEETING	03-14-2023	KM

SC Piedmont FACW Seed Mix - ERMXX-408

Botanical Name	Common Name	Price
39.00 % <i>Panicum rigidum</i> , Coastal Plain NC Ecotype	Redtop Panicgrass, Coastal Plain NC Ecotype	
20.00 % <i>Elymus virginicus</i> , AR Ecotype	Virginia Wildrye, AR Ecotype	
15.00 % <i>Carex albodescens</i> , Coastal Plain NC Ecotype	Greenwhite Sedge, Coastal Plain NC Ecotype	
12.20 % <i>Chasmanthium latifolium</i> , WV Ecotype	River Oats, WV Ecotype	
5.00 % <i>Carex vulpinoidea</i> , PA Ecotype	Fox Sedge, PA Ecotype	
3.00 % <i>Juncus effusus</i>	Soft Rush	
2.00 % <i>Helenium autumnale</i> , Northern VA Ecotype	Common Sneezeweed, Northern VA Ecotype	
2.00 % <i>Helenium flexuosum</i> , VA Ecotype	Purplehead Sneezeweed, VA Ecotype	
1.00 % <i>Juncus tenuis</i> , NC Ecotype	Path Rush, NC Ecotype	
0.50 % <i>Vernonia noveboracensis</i> , PA Ecotype	New York Ironweed, PA Ecotype	
0.30 % <i>Stirpus cyperinus</i> , Coastal Plain NC Ecotype	Woodgrass, Coastal Plain NC Ecotype	
100.00 %		

Seeding Rate: 20 lb per acre with a cover crop. For a cover crop use either grain rye (30 lbs/acre; 1 Sep to 31 Apr) or Japanese Millet (10 lbs/acre; 1 May to 31 Aug)

Grasses & Grass-like Species - Herbaceous Perennial; Herbaceous Flowering Species - Herbaceous Perennial; Wet Meadows & Wetlands
This mix of grasses and forbs can be used for wetland mitigation where frequent flooding occurs.



PROJECT HOWLE AVE STORMWATER RETROFIT HOWLE AVE, CITY OF CHARLESTON, SC 29404	CLIENT CITY OF CHARLESTON 3 GEORGE ST SUITE 2100 CHARLESTON, SC 29404 PHONE: 843.724.5764	SCALE: AS SHOWN			Kimley-Horn 401 PARKWAY NORTH, SUITE 200 115 PARKFIELD STREET, SUITE 200 CHARLESTON, SOUTH CAROLINA 29402 PHONE: (843) 724-5764 WWW.KIMLEY-HORN.COM	REVISIONS	DATE	BY	
		DRAWN BY: JUC				DESIGNED BY: JUC	CHECKED BY: ATB	1	REVISED PER CITY OF CHARLESTON COMMENTS
						2	ISSUED FOR PERMIT REVIEW	01-03-2024	JNA
						3	REVISED FOR THE APP MEETING	08-19-2024	JNA

L1-02

EXHIBIT B
Contractor's Bid

[CONTRACTOR'S BID ON NEXT PAGES]

Premier Horticultural Service

1020 S Shem Dr
 Mount Pleasant, SC 29464-1132
 USA
 premierhortsvcs@gmail.com

**Estimate**

ADDRESS
 Howie Avenue Stormwater Retrofit
 Howie Ave
 Charleston, sc 29412

ESTIMATE 1880
 DATE 05/13/2025

DATE		DESCRIPTION	QTY	RATE	AMOUN
	Sales	1.5" Cal White Fringe Tree	9	575.00	5,175.00
	Sales	1.5" Cal Sweetbay Magnolia	6	575.00	3,450.00
	Sales	2" Cal Black Tupelo	6	675.00	4,050.00
	Sales	2" Cal Bald Cypress	3	675.00	2,025.00
		Shrubs			0.00
	Sales	3 gallon Sweet Azalea	25	56.65	1,416.25
	Sales	3 gallon Button Bush	27	56.65	1,529.55
	Sales	3 gallon Sweet Pepper Bush	45	56.65	2,549.25
	Sales	3 gallon Dwarf Wax Myrtle	11	56.65	623.15
	Sales	3 gallon dwarf sabal minor	31		0.00
		****Ground Cover Mix 1****			0.00
	Sales	1 gallon Northern Blue Flag	495	10.50	5,197.50
	Sales	1 gallon Eastern Blue star	495	10.50	5,197.50
	Sales	1 gallon Sea oats	495	9.00	4,455.00
	Sales	1 gallon Whitetop Sedge	495	9.00	4,455.00
	Sales	1 gallon Blue Mistflower	495	9.00	4,455.00
		Ground Cover Miz 2*			0.00
	Sales	1 gallon Soft Rush	572	8.75	5,005.00
	Sales	1 gallon Cherokee Sedge	572	8.75	5,005.00
	Sales	1 gallon Lizard's Tail	572	8.75	5,005.00
	Sales	1 gallon Orange Coneflower	572	9.00	5,148.00
	Sales	1 gallon American water-willow	572	7.50	4,290.00
	Sales	1 gallon Saltmeadow Cordgrass	313	7.25	2,269.25
	Sales	Sc Piedmont Fescue Seed Mix	14,230	1.50	21,345.00
	Sales	***Walkway***		0.00	0.00
	Sales	4" Cal Tex LSG	1	17,565.25	17,565.25

Sales	Gravel-LOK amber aggregate bonding resin (50 gallon drums)	15	5,250.00	78,750.0
Sales	Non-woven geotextile fabric	637.50	3.00	1,912.5
Sales	Installation of 57 clean stone (used to fill in 4" cel lok LSG. Quantity is in tons)	190	215.75	40,992.5
Sales	Installation of 3-16th 4"x16' black steel edging. (Used to border walkway)	160	215.00	34,400.0
Sales	789 angular granite (used to mix with gravel lok for top layer of walkway. Quantity is in tons)	95	215.00	20,425.0
Sales	Excavation, prep and compaction of path way. Price includes removal and disposal of excess soils and debris. Installation of Gravel-LOK amber aggregate bonding resin with stone.	1	37,000.00	37,000.0
Sales	****irrigation****		0.00	0.0
Sales	Zones of spray irrigation for Plant coverage and seeded areas	15	1,000.00	15,000.0
Sales	Backflow preventer	1	750.00	750.0
Sales	Solar powered irrigation controller	1	1,000.00	1,000.0
Sales	Tri Axle load of fill dirt (20 tons per load. Used to prep planting areas and seeding areas)	6	675.00	4,050.0
Sales	126' Cross Buck rail Fencing according to plan	1	6,930.00	6,930.0

SUBTOTAL	351,420.71
TAX	0.01
TOTAL	\$351,420.71

Accepted By

Accepted Date



January 24, 2025

Mr. Josh Martin
City of Charleston
80 Broad Street
Charleston, SC 29401

Re: Hagood Avenue Improvement Plan
City of Charleston, South Carolina
Letter Agreement for Services

Dear Mr. Martin:

Thank you for requesting our Consulting Services for the Hagood Avenue Improvement Plan (HIP) located in the City of Charleston, South Carolina.

Our services will consist of the phases shown below and as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project, and will make pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
General Consulting Phase	Time & Expense	\$ 15,000.00
Survey Phase	Lump Sum	\$ 7,500.00
Master Planning Phase	Lump Sum	\$ 23,500.00
Environmental Phase:		
Section 404 Permitting	Lump Sum	\$ 10,000.00
Fatal Flaw Analysis	Lump Sum	\$ 37,725.00
Desktop Cultural Resource Study	Lump Sum	\$ 12,500.00
Design Phase:		
LS/HS Development	Lump Sum	\$ 28,000.00
Stormwater	Lump Sum	\$ 61,000.00
Reimbursable Expenses	Time & Expense	\$ 3,500.00
Total Fee:		\$ 198,725.00

CLIENT'S INITIALS

CONSULTANT'S INITIALS

Mr. Josh Martin
City of Charleston
Letter Agreement for Services
January 24, 2025
Page 2

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

This Proposal between The City of Charleston ("Client"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, Professional Services Agreement, Exhibit "A", Consulting Services on a Time & Expense Basis Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* This Proposal will be open for acceptance until February 14, 2025, unless changed by us in writing. We appreciate the opportunity to prepare this Proposal and look forward to working with you on the Project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

____ CLIENT'S INITIALS

 CONSULTANT'S INITIALS


Mr. Josh Martin
City of Charleston
Letter Agreement for Services
January 24, 2025
Page 3

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By _____
Chris Magaldi, PE
Principal/Regional Director

By _____
Rick Karkowski, PE
Principal/Department Head

CFM/dtb

Enclosures: Scope of Services
General Provisions
Exhibit A
Consulting Services Rate Sheet

CITY OF CHARLESTON

ACCEPTED: _____, 2025

By _____

TITLE

CLIENT'S INITIALS

_____
CONSULTANT'S INITIALS

JANUARY 24, 2025

SCOPE OF SERVICES

Consulting Services to assist with the Hagood Avenue Improvement Project located in the City of Charleston, South Carolina. The Project study area consists of approximately one hundred (100) acres.

1. SCOPE OF SERVICES

A. General Consulting Phase

The General Consulting Phase extends from the beginning to the end of the Scope of Services outlined in this Letter Agreement. The Phase includes tasks such as: Project Management, QA/QC, and Project meetings. General Project Management includes all the coordination, correspondence, and documentation associated with execution of the Project.

Consultant shall assist the Client in identifying federal, state and philanthropic resources to fund all or part of the improvements. Attention shall be paid to resources available to the City and local partners through the Infrastructure and Investment Jobs Act (IIJA), federal environmental justice and EJ-40 programs, and climate adaptation funding sources in the Inflation Reduction Act.

Consultant shall attend Project meetings and conference calls at the request of Client. Services will be provided on a Time and Expense basis.

B. Survey Phase

Thomas & Hutton and our Sub-Consultants have completed Survey Services in the past to support the Master Planning Phase. This Survey data will be reviewed for any changes since the original Survey was completed and determined if it should be expanded and/or extended.

Additional study level Survey data will be obtained for the stormwater infrastructure at critical locations, including the Gadsden Green neighborhood. This Survey data will be limited to areas/locations critical to the understanding of the drainage system and to be used in the modeling of the system.

C. Master Planning Phase

During the Master Planning Phase, the Design Team will collaborate with the City to develop proposed streetscape improvements for Hagood Avenue and create a vision for the reimagining of Gadsden Creek. As part of this Phase, three (3) distinct scenarios for Gadsden Creek will be prepared. These scenarios will encompass a range of potential solutions that seek to maximize the public benefit while minimizing flood risks by incorporating resilient and sustainable design practices.

____ CLIENT'S INITIALS

 CONSULTANT'S INITIALS

JANUARY 24, 2025

D. Environmental Phase

1. Section 404 Permitting

Consultant will review the existing Section 404 Permits and make recommendations for incorporating the new Scope of Work and required mitigation and timing associated with it.

2. Fatal Flaw Analysis

Consultant understands this is a complex Project with elements of environmental planning, environmental assessment, remediation, brownfields components, and environmental justice concerns. The proposed Scope is a "fatal flaw analysis" approach, whereby each individual area of the Project is evaluated for vulnerabilities with respect to the proposed mixed reuse, including the degree of impairment, the larger Project landscape, and community feedback. For each area of the site, Consultant will report major environmental roadblocks and help craft a strategy to address each, including suggested financial leveraging sources and synergism with the geotechnical solutions for each property.

3. Desktop Cultural Resources Study

Consultant will conduct a Cultural Resources Study of the Project area. The study will include use of the State of South Carolina's ArchSite, a GIS program for previously recorded historic resources and restricted archaeological records. If previously recorded Cultural Resources are identified, additional research including the files and records of the South Carolina Institute of Archaeology and Anthropology (SCIAA) and the South Carolina Department of Archives and History (SCDAH) will be consulted, as necessary.

Other relevant and readily accessible records will be consulted including historical topographic maps, soil surveys, aerial photographs, city directories, fire (Sanborn) insurance maps, and property ownership information. This data will be used to document past land use of the Project area from the period of initial development.

Following completion of research, a brief report summarizing the findings will be provided to the Client. Supervisory Project personnel will meet the qualifications for Professional Archaeologists as listed in the Secretary of the Interior's (SOI) Professional Qualification Standards as well as certified members of the Register of Professional Archaeologists (RPA).

E. Design Phase

1. LS/HS Design Development

Consultant will complete a 30% Design Development set of Landscape and Hardscape Plans based on the three (3) scenarios approved by the City. The design development Scope of Work and plans will include:

____ CLIENT'S INITIALS

 CONSULTANT'S INITIALS

JANUARY 24, 2025

- Coordinate with Engineering for traffic improvements and required elevations and adjust landscape and hardscape elements as required.
- Preliminary Landscape Design Development documents including a planting plan showing canopy, shrub, and groundcover locations. This plan will show the overall planting strategy.
- Materials plan with call outs of all proposed hardscape elements, landscape walls (non-structural), hardscape materials, and patterns.
- Cross sections and preliminary details outlining the general character, location and type of elements.
- Imagery that further defines the final desired look and feel of Project elements.
- Concept perspectives and renderings.
- One (1) round of minor Owner revisions
- 30% level opinion of probable construction cost

2. Stormwater Design

A 30% Stormwater Design set will be developed and incorporated into the Comprehensive Plan. The Stormwater Design will address ongoing and increasing tidal flooding, stormwater flooding, and compound (tidal and stormwater) flooding in the Project area. The design will be coordinated with the various other engineered components of the Project to ensure seamless integration with the streetscape and beautification aspect of the Project with special attention given to the Gadsden Green neighborhood and its residents.

A review and study of available past and existing area planning efforts, projects, and designs will be conducted. This review will include the Battery Extension Project and USACE Storm Surge Protection Project to identify co-benefits. The review will also include the feasibility of using a mix of grey/green infrastructure.

The Stormwater Design will include conducting modeling and drainage calculations based on previously developed master plan models. The modeling will be updated based on the current 2020 City of Charleston Stormwater Design Standards Manual including rainfall depths and tailwater conditions. Various improvement alternatives will be modeled. Modeling will include evaluating for potential use of flow variable (muted) tide gates in order to maintain the Critical Area and saltwater habitat while cutting off extreme tide events to conserve capacity in the system during storm events and to prevent sunny day flooding. The model results will also be reviewed to identify areas of future improvement within the Gadsden Green neighborhood.

The Consultant will perform conceptual level subsurface utility engineering to identify water and sewer conflicts as well as other major utility conflicts such as Dominion Power, gas, and communication

The Consultant will develop a 30% set of design plans to demonstrate the recommended improvements. This will include the preparation of Conceptual Site Plans, profiles, and cross sections of the proposed improvements. The recommended stormwater infrastructure and features will be incorporated into the plans. The 30% plans will be reviewed with the City and other stakeholders as

____ CLIENT'S INITIALS

 CONSULTANT'S INITIALS

JANUARY 24, 2025

necessary. Revisions to the design plans will be made in response to the comments received.

Stormwater quantities will be obtained to incorporate into the 30% level opinion of probable construction cost, and options for phasing the Project will be investigated and reviewed with the Client.

F. Exclusions

Items not included in the Scope of Services are as follows:

- Boundary and/or ALTA survey
- Accessibility construction compliance verification
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Cultural Resource Survey/On-site evaluation
- Endangered species survey and report
- Fire Protection Design
- Pavement Design
- Offsite work unless specifically covered in the Scope of Services
- Approvals or permits other than those related to the Scope of Work covered by this Contract
- SCDOT Utility Encroachment Permit (Utilities within SCDOT ROW to be provided by Seller)
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems
- Warranty Inspections
- Review of contractor's schedule
- Preparation of contract documents
- Preparation of water or sewer record drawings
- Continuous monitoring of erosion, sedimentation, and pollution control devices
- Monitoring of storm water discharge from construction activities
- SWPPP management as required by SCDHEC
- Construction Plans beyond 30%

These items can be coordinated or provided, if requested by the Client in writing.

2. PERIODS OF SERVICE

Shall be mutually agreeable to the Client and Consultant.

____ CLIENT'S INITIALS

 CONSULTANT'S INITIALS

JANUARY 24, 2025

PAYMENT FOR SERVICES

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

CLIENT'S RESPONSIBILITIES

A. Access

CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. CLIENT's Representative

CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service remain the property of CONSULTANT. CONSULTANT retains all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will retain these records for a period of two (2) years following their completion during which period paper copies will be made available to CLIENT at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents will govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

____ CLIENT'S INITIALS

 CONSULTANT'S INITIALS

JANUARY 24, 2025

CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CONSULTANT, therefore, will use reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. CONSULTANT, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issuance of permits that requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of CLIENT, CONSULTANT will evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT will be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT will not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. CLIENT will be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications. These opinions represent CONSULTANT's best judgment as a design professional familiar with the construction industry.

However, CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CONSULTANT.

BETTERMENT

If, due to CONSULTANT's negligence, a required item or component of the Project is omitted from CONSULTANT's construction documents, CONSULTANT will not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, CONSULTANT shall notify CLIENT of the nature and impact of such conflict. CLIENT agrees to cooperate and work with CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

[(I)] CLIENT has elected to engage in value engineering of the Project. CLIENT has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. CLIENT has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role will be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the Project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT will have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub-consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed CONSULTANT's fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

It is our understanding CLIENT has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, CLIENT assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against CONSULTANT that may in any way connected thereto.

CLIENT'S INITIALS

CONSULTANT'S INITIALS

JANUARY 24, 2025

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of CONSULTANT. Any requests for specific construction observation services and agreed to by CONSULTANT will be paid as Additional Services by CLIENT.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub-contractor, or any of the contractor(s), or sub-contractor(s)' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. Unless specifically stated otherwise, CONSULTANT's work and responsibility under this Agreement terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. CLIENT/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.

INDEMNIFICATION

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor CONSULTANT will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

INSURANCE

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

- (1) Workers' Compensation - As per Statutory requirements.
- (2) Employer's Liability - \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- (3) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- (4) Automobile Liability - \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- (5) Professional Liability - \$1,000,000 per claim and \$2,000,000 in aggregate.

Any Insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

JOB SITE SAFETY

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

____ CLIENT'S INITIALS

 CONSULTANT'S INITIALS

JANUARY 24, 2025

DELAYS

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIMATE CHANGE

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT

CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or CONSULTANT's services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

CLIENT agrees to allow CONSULTANT to place a sign on the project site during construction. The sign will include general information relative to CONSULTANT. CONSULTANT will be responsible for the sign installation and removal.

AMENDMENT

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.

CLIENT'S INITIALS

CONSULTANT'S INITIALS

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2025 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 320.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 290.00	Senior Manager	Senior Manager Survey Party (3-Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 265.00	Project Manager V	Survey Manager V	Landscape Architect V			Senior Application Developer IV, Software/Computer Consultant IV
\$ 240.00	Project Manager IV	Project Surveyor V	Landscape Architect IV			Senior Application Developer III
\$ 230.00	Project Engineer IV	Survey Manager IV	LA Project Manager IV	GIS Manager IV		Software/Computer Consultant III
	Project Engineer III	Project Surveyor III	Landscape Architect III	GIS Manager III		Senior Application Developer II, Software/Computer Consultant II
	Project Engineer II	Project Surveyor II	LA Project Manager III		Construction Administrator II	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 215.00	Project Manager II	Survey Manager II	Landscape Architect II	GIS Manager II		Application Developer IV
\$ 200.00	Project Engineer I	Project Surveyor I	LA Project Manager I		Construction Administrator I Field Representative V	Application Developer III Permit Coordinator III
\$ 180.00	Designer IV	Staff Surveyor V	Landscape Designer IV	GIS Analyst IV	Field Representative IV	Application Developer II
\$ 170.00	Engineering Technician IV	Survey Field Supervisor	Landscape Designer III	GIS Analyst III	Field Representative III	Permit Coordinator I
\$ 160.00	Designer III	Staff Surveyor IV	Landscape Designer II	GIS Analyst II	Field Representative II	Application Developer I
\$ 145.00	Engineering Technician III	Survey Party (1-Man)	Landscape Designer I	GIS Analyst I	Field Representative I	Permit Coordinator I
\$ 125.00	Designer II	Staff Surveyor III	Landscape Designer I	GIS Technician III		Admin III
\$ 115.00	Engineering Technician II	Survey Technician III	Landscape Technician III	GIS Technician II	Field Representative I	Admin II
\$ 110.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician I		Admin I
\$ 105.00	CADD Technician I	Survey Technician I	Landscape Technician I			
\$ 100.00						
\$ 485.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.

4. Direct non-salary (nonhourable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.5 times the cost.

5. All rates and charges are effective through December 31st, 2025, including printing, reproduction, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.