

WILLIAM S. COGSWELL, JR
Mayor

*City of Charleston
South Carolina*

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 July 14, 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

June 16, 2025

C. Request to Set a Public Hearing

D. Old Business

None

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

1. Authorization to notify SCOTD that the City intends to accept maintenance of approximately 300 LF of a concrete multi-use path on Riverland Dr.(S-53) in conjunction with the Riverland Dr. MUP project.

2. Authorization to notify SCDOT that the City intends to accept maintenance of approximately 90 LF of granite curb on Spring St. (S-3) in conjunction with project at 216 Spring St.
 3. Authorization to notify SCDOT that the City intends to accept maintenance of a muted tide gate, check valve, and new box culverts on Central Park Road (S-67) and Riley Road (S-1753) for the City's Central Park Drainage Improvement Project.
4. Retreat at Verdier Ph 2 – Claret Cup Way (55' R/W), Queenview Lane (55" R/w)
- a. Title to Real Estate
 - b. Exclusive Stormwater Drainage Easement Agreement
 - c. Affidavit for Taxable or Exempt Transfers
 - d. Plat
5. Ashley Walk Townhomes (formally known as Rhodes Crossing Ph 1A – Twinleaf Ct (50' R/W)
- a. Title to Real Estate
 - b. Exclusive and Nonexclusive Stormwater Drainage Easement Agreement
 - c. Affidavit for Taxable or Exempt Transfers
 - d. Plat

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

1. **583 King St. (King 583 Hilton Vacation Club)** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
2. **213 Claret Cup Way** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
3. **7135 Windmill Creek Road** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
4. **4009 Flatiron Drive** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
5. **1260 Midvale Ave** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
6. **213 Claret Cup Way** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
7. **536 Hayes Park Blvd** – Installing brick pavers for driveway encroaching into City right of way. This encroachment is temporary.
8. **532 Hayes Park Blvd** – Installing brick pavers for driveway encroaching into City right of way. This encroachment is temporary.

9. **528 Hayes Park Blvd** – Installing brick pavers for driveway encroaching into City right of way. This encroachment is temporary.
10. **524 Hayes Park Blvd** – Installing brick pavers for driveway encroaching into City right of way. This encroachment is temporary.
11. **520 Hayes Park Blvd** – Installing brick pavers for driveway encroaching into City right of way. This encroachment is temporary.
12. **516 Hayes Park Blvd** – Installing brick pavers for driveway encroaching into City right of way. This encroachment is temporary.
13. **4164 Westerly Lane** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
14. **206 King St. (INDOCHINO)** – Installing signage and awnings encroaching into City right of way. This encroachment is temporary.
15. **22 Westedge St. (MUSC)** – Installing signage encroaching into City right of way. This encroachment is temporary.
16. **4106 Collins Dr.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
17. **351 Crystal Springs Rd.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
18. **411 Queenview** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.

G. Public Service Department Update

1. Director Update

H. Department of Development Services Update

1. Request approval of Addendum 2 to the professional services contract with Ardurra (formerly WK Dickson) in the amount of \$100,000.00 to provide for continued 3rd party MS4 plan review support services. Approval of the contract will increase the project budget by \$100,000.00. Funding is allocated for this item in the Stormwater Operations Budget for FY 2025.
2. Request approval of Addendum 3 to the professional services contract with Kimley-Horn and Associates, Inc., in the amount of \$100,000.00 to provide for continued 3rd party MS4 plan review support services. Approval of the contract will increase the project budget by \$100,000.00. Funding is allocated for this item within the Stormwater Operations Budget for FY 2025.
3. Request approval of Addendum 2 to the professional services contract with Woolpert, Inc. in the amount of \$100,000.00 to provide continued 3rd party stormwater plan review services. Approval of the contract will increase the project budget by \$100,000.00. Funding is allocated for this item within the Stormwater Operations Budget for FY 2025.

I. Stormwater Management Department Update

1. Forest Acres Drainage Improvement Project Phase 2 – South Carolina American Public Works Association Project of the Year Award
2. Approval to apply to the National Fish and Wildlife Foundation (NFWF) for \$1,000,000 in grant funding for the site assessment and preliminary design of a Newmarket Creek Restoration and Flood Protection Project. The City will provide \$500,000 in matching funds from the Cooper River Bridge TIF if the grant is awarded.
3. Low Battery Phase 4 – Approval of change order #10 with Gulf Stream Construction Company, Inc., in the amount of \$200,461.32 for the removal and replacement of unsuitable soil on Murray Blvd.
4. Update on Work within the Small Project Allocation (Requested by CM Parker)

J. 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.

E1.)



WILLIAM S. COGSWELL, JR
Mayor

TIM KEANE
Section Chief

*City of Charleston
South Carolina
Planning, Permitting, and Engineering*

July 16, 2025

Mr. Tim Henderson
Administrator
SCDOT District 6
6355 Fain Street
North Charleston, SC 29405

Subject: Maintenance of a concrete multi-use path on Riverland Dr. in conjunction with the Riverland Dr. MUP project.

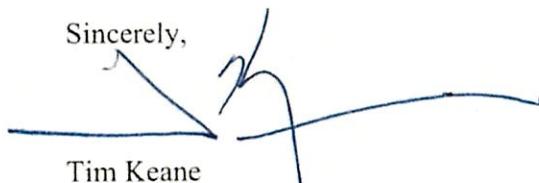
Dear Mr. Henderson:

This letter concerns the proposed Maintenance of approximately 300 LF of a concrete multi-use path on Riverland Dr. in conjunction with the Riverland Drive MUP project. The City Council of Charleston at its meeting held on July 15, 2025, agreed to accept maintenance responsibility for this item.

The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at keanet@charleston-sc.gov.

Sincerely,


Tim Keane
Section Chief
Planning, Permitting, and Engineering

CC: Peter Dondanville, P.E., Construction Project Manager I, Charleston County Public Works
Brian Pokrant, GIS Analyst, City of Charleston

E2.)



WILLIAM S. COGSWELL, JR
Mayor

TIM KEANE
Section Chief

*City of Charleston
South Carolina
Planning, Permitting, and Engineering*

July 16, 2025

Mr. Tim Henderson
Administrator
SCDOT District 6
6355 Fain Street
North Charleston, SC 29405

Subject: Maintenance of granite curb on Spring St. in conjunction with the 216 Spring St. project.

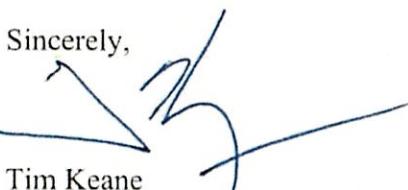
Dear Mr. Henderson:

This letter concerns the proposed Maintenance of approximately 90 LF of granite curb on Spring St. in conjunction with the 216 Spring St. project. The City Council of Charleston at its meeting held on July 15, 2025, agreed to accept maintenance responsibility for this item.

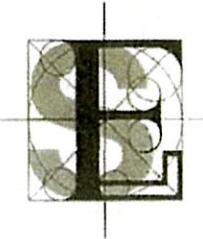
The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at keanet@charleston-sc.gov.

Sincerely,


Tim Keane
Section Chief
Planning, Permitting, and Engineering

CC: Peter Dondanville, P.E., Construction Project Manager I, Charleston County Public Works
Brian Pokrant, GIS Analyst, City of Charleston



June 17th, 2025

**FORSBERG
ENGINEERING
& SURVEYING
INCORPORATED**

To: City of Charleston - Engineering Department

Tracey Rennell

RE: 216 Spring Street

Maintenance of granite curb and sidewalk.

Tom,

SCOOT has requested a maintenance and liability letter from the City of Charleston for non-standard materials in the right of way. The proposed project at 216 Spring Street will install granite curbing along Spring Street right of way and horsetrack driveway. The total linear footage of granite curbing is 90 feet. Please see the attached exhibit showing the limits of the new granite curb installation. Please let us know if the City needs anything else to provide maintenance and liability letter.

Sincerely,

Trey Linton 6/17/25

Trey Linton, PE
Forsberg Engineering & Surveying, Inc.
843-571-2622 (O)

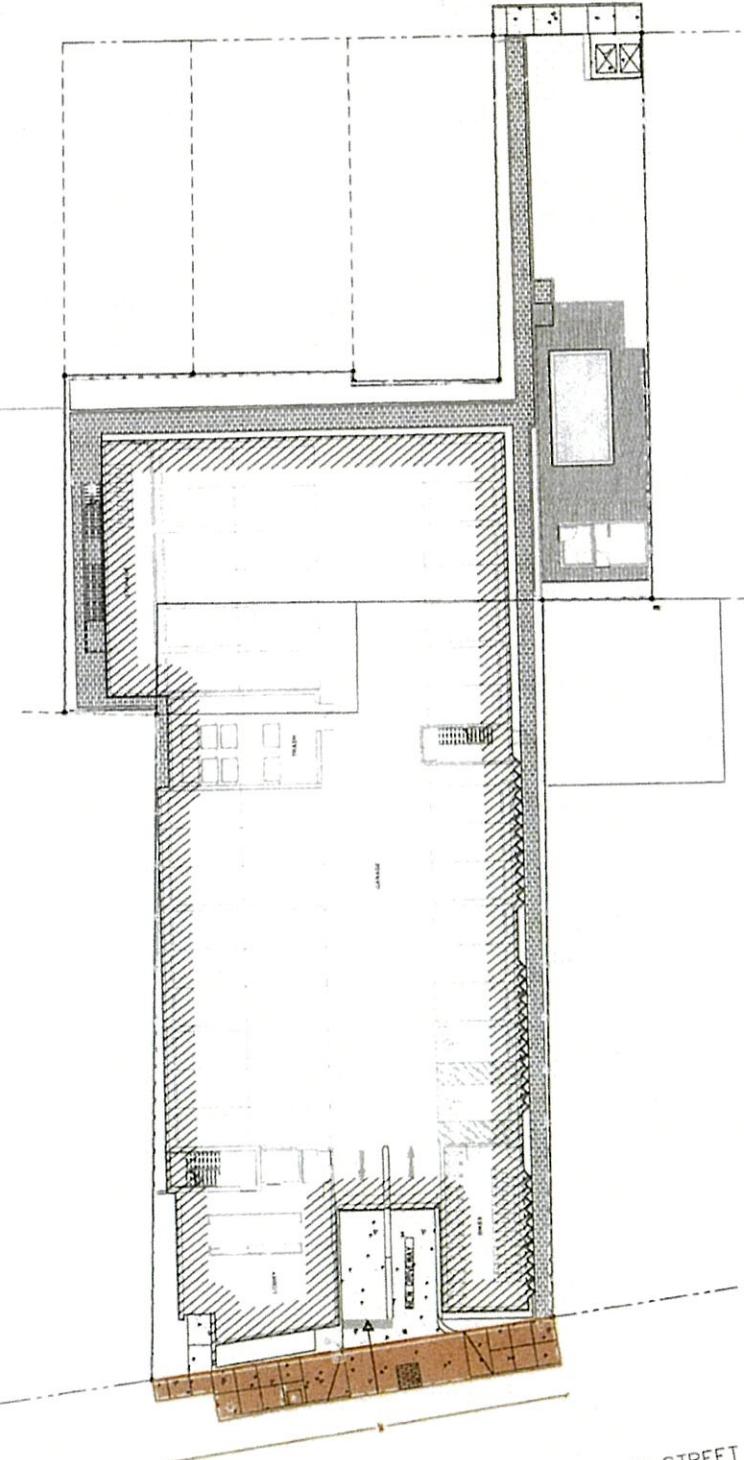


(CITY MAINTAINED)
20 MPH (40' R/W)

11

2114 SPRING STREET
SCALE 1" = 10'
SITE EXHIBIT 6.17.2025

NEW GRANITE
CURBING: 50'
NEW
SIDEWALK: 90'



SPRING STREET
(SCDOT MAIL
R/W VARIES)

卷之三

C301

E3.)



WILLIAM S. COGSWELL, JR
Mayor

TIM KEANE
Section Chief

*City of Charleston
South Carolina
Planning, Permitting, and Engineering*

June 16th, 2025

Mr. Tim Henderson
Administrator
SCDOT District 6
6355 Fain Street
North Charleston, SC 29405

Subject: Maintenance of stormwater infrastructure in conjunction with the Central Park Drainage improvement project.

Mr. Henderson:

This letter concerns the proposed maintenance of the muted tide gate, check valve, and associated 108"x48" box culverts in conjunction with the Central Park drainage project.

The City Council of Charleston at its meeting held on July 15th, 2025, agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current SCDOT standards. (SC Highway Design Manual, SCDOT Standard Drawing).

Should there be any questions please contact me at keanet@charleston-sc.gov.

Sincerely,

Tim Keane
Section Chief
Planning, Permitting, and Engineering

CC: Grant Eversmann, PE, City of Charleston Project Manager
Morgan Ragaller, EIT, AECOM

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

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

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

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

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

Grantee's Mailing Address:

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESS Grantor's Hand and Seal this 1st day of April, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Don McDaniel

Witness #1

Print Name: Donovan McDaniel

Frances Gigi's

Witness #2

Print Name: Frances Gigi's

GRANTOR:

TOLL SOUTHEAST LP COMPANY, INC.

By: Scott Canan

Print Name: Scott Canan

Its: Vice President of Production & Quality

STATE OF SOUTH CAROLINA

)

COUNTY OF CHARLESTON

) ACKNOWLEDGEMENT

)

The foregoing instrument was acknowledged before me (the undersigned notary) by
Scott Canan, the VP of Production & Quality, a
Delaware corporation, on the 1st day of April, 2025, on behalf of the said
Grantor.

Signature of Notary: D. Huger

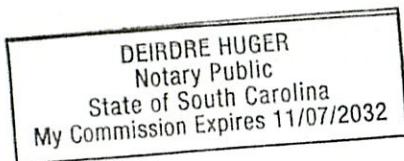
Print Name of Notary: Deirdre Huger

Notary Public for South Carolina

My Commission Expires: 11/07/2035

SEAL OF NOTARY

[REMAINDER OF PAGE LEFT BLANK]



STATE OF SOUTH CAROLINA) EXCLUSIVE STORMWATER
) DRAINAGE EASEMENTS AGREEMENT
COUNTY OF CHARLESTON) (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 TOLL SOUTHEAST LP COMPANY, INC., a Delaware corporation ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City"), a South Carolina municipality.

RECITALS

WHEREAS, subject to the City's ordinances and the Warranty Bond Agreement (the "Bond Agreement") executed by the parties simultaneously herewith, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through 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, and the Bond Agreement, 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. Without limiting the foregoing, this Agreement shall not supersede or amend the Bond Agreement.
10. **Amendment.** This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. **Miscellaneous.** Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
13. **Effective Date.** Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

WITNESSES:

Print Name: Jim McCoy
Witness #1

Print Name: Jim Cathcart
Witness #2

STATE OF South Carolina)
COUNTY OF Greenville)

GRANTOR: Toll Southeast LP Company, Inc., a
Delaware corporation

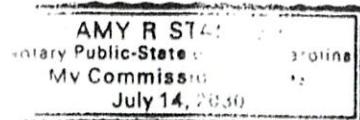
By: Mark MacFarland
Print Name: Mark MacFarland
Its: VP
Date: 3-25-2025

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
_____, the _____, of
_____, on this 25 day of March, _____.
2025

Signature: Amy R. Stanton
Print Name of Notary: Amy R. Stanton
Notary Public for South Carolina
My Commission Expires: July 14, 2030

SEAL OF NOTARY



[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A

[LEGAL DESCRIPTION OF GRANTOR PROPERTY]

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, if any, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, being shown and designated as "TRACT D-1 32.027 ACRES" as shown on a plat entitled "PLAT SHOWING THE SUBDIVISION OF TRACT D TMS NO. 301-00-00-028 (53.302 ACRES) INTO TRACT D-1 (32.027 ACRES) AND TRACT D-2 (21.275) PREPARED FOR BFK HOLDINGS, LLC LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by HLA Inc. Engineering & Land Surveying, dated June 24, 2020 and recorded August 14, 2020 in the ROD Office for Charleston County in Plat Book L20 at Page 0293. Reference is hereby made to said plat for such courses, metes, measurements and boundaries as appear thereon. All measurements being a little more or less.

TMS No. 301-00-00-028

This being the same property conveyed to Toll Southeast LP Company, Inc., a Delaware corporation, by deed of BFK Holdings, LLC, a South Carolina limited liability company, dated May 24, 2021 and recorded in the Charleston County Register of Deeds Office in Book 0994 at Page 401 on May 25, 2021.

EXHIBIT B

[DESCRIPTION OF EASEMENT AREAS]

All those certain drainage easements of various widths being shown and labeled "CCDE," "COE DE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF RESIDUAL TRACT D-1 TMS NO 301-00-00-028 (11.29 AC) TO CREATE THE RETREAT AT VERDIER PHASE 2 CONTAINING 51 LOTS (4.869 AC), H.O.A. AREAS (4.457 AC), AND RIGHTS-OF-WAYS (1.803 AC) PROPERTY OF TOLL SOUTHEAST LP COMPANY, INC. LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Richard D. Lacey (SCPLS No. 16120), dated November 27, 2023, last revised on the date shown thereon, and recorded on _____, in Plat Book _____ at Pages _____ through _____ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

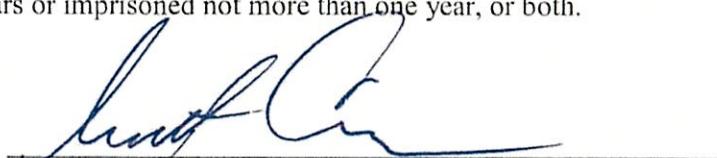
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by TOLL SOUTHEAST LP COMPANY, INC.
to City of Charleston on April 1st 2025.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \$0.00

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



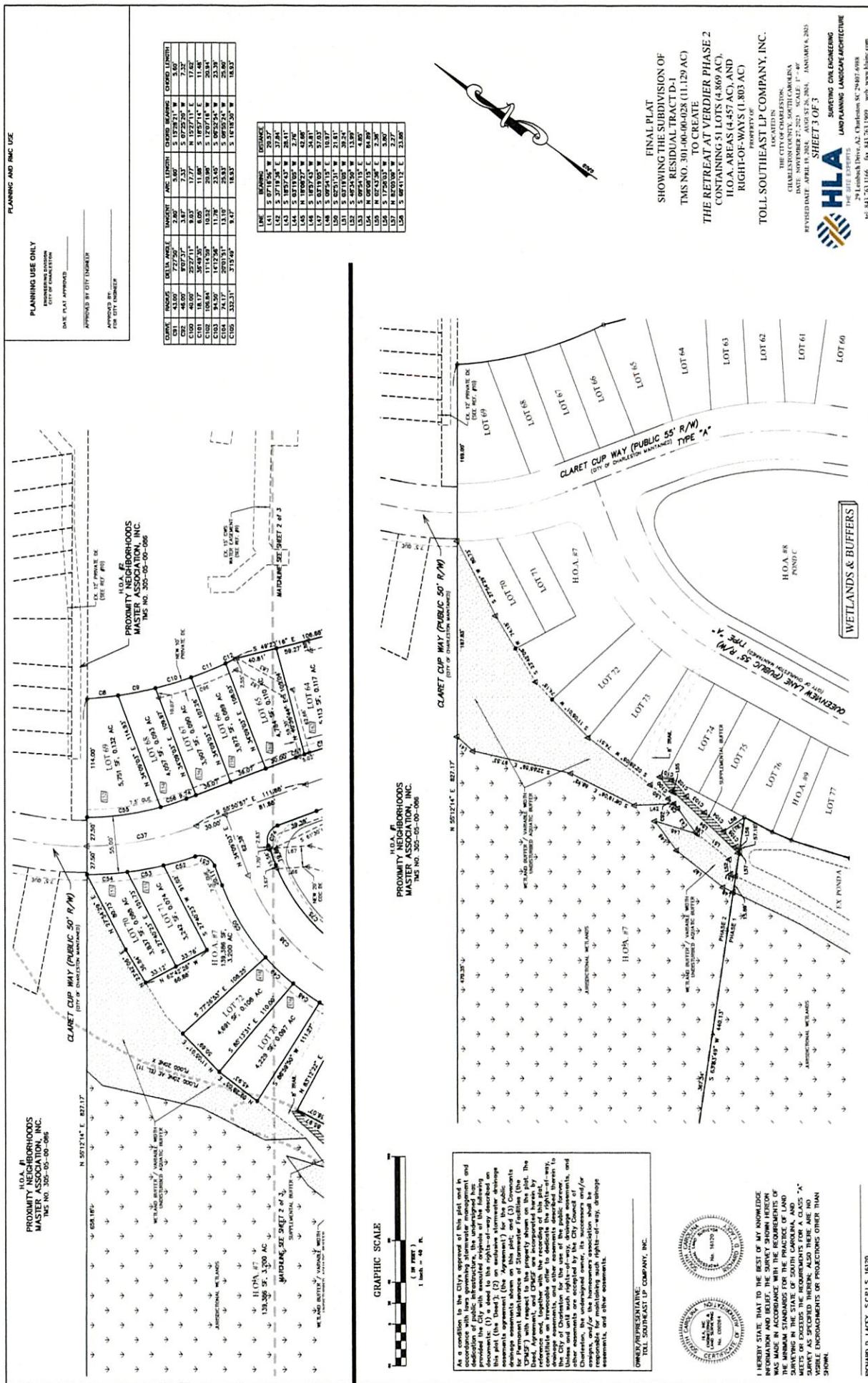
Responsible Person Connected with the Transaction
TOLL SOUTHEAST LP COMPANY, INC.

Scott Canan - Vice President of Production & Quality
Print or Type Name Here

Sworn this 1 day of April 1 2025

Notary Public for South Carolina
My Commission Expires: 11/7, 2032





E5.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

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

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

TWINLEAF COURT (50' CITY-MAINTAINED R/W)

as shown and designated on a plat entitled "FINAL PLAT SHOWING ASHLEY WALK TOWNES
SUBDIVISION PHASE 1A (FORMERLY RHODES CROSSING), TMS# 286-00-00-602 (22.377
AC.), PROPERTY OF BEAZER HOMES LLC. LOCATED WEST OF THE ASHLEY, IN THE
CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA"

prepared by Andrew C. Gillette Jr., S.C.P.L.S. No. 27736, of Parker Land Surveying, LLC,
dated April 17, 2024, revised January 7, 2025, and recorded on _____
in Plat Book _____ at Page _____ in the ROD Office for Charleston County.
Said property butting and bounding, measuring and containing, and having such courses and
distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Bear Island, L.L.C., Bear Island II, LLC ** dated August 19, 2021 and recorded
August 19, 2021 in Book 1024 at Page 454 in the ROI Office for
Charleston County, South Carolina.

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

Portion of TMS No.: 286-00-00-602

****Bear Island III, LLC, M&M1, LLC, M&M2, LLC and ARLEE, LLC**

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

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

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

WITNESS our Hand(s) and Seal(s) this 19 day of May 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Sharlyn Bowman
Witness Number One

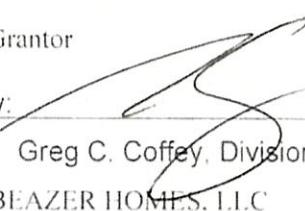
Sharlyn Bowman
Printed Name

~~Witness Number Two~~

Thomas M. Wallington
Printed Name

Grantor

By:


Greg C. Coffey, Division President
BEAZER HOMES, LLC

Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Greg C. Coffey, the Division President of BEAZER HOMES, LLC, a Delaware limited liability company, on behalf of the Grantor on the 19 day of May 2025.

Signature of Notary: Heather McCoy

Print Name of Notary: Heather McCoy

Notary Public for South Carolina

My Commission Expires: 01/23/35



STATE OF SOUTH CAROLINA) EXCLUSIVE STORMWATER
) DRAINAGE EASEMENTS AGREEMENT
COUNTY OF CHARLESTON) (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 BEAZER HOMES, LLC, a Delaware limited liability company ("Grantor"), and the CITY OF CHARLESTON, a South Carolina municipality ("Grantee" or "City").

RECITALS

WHEREAS, subject to the City's ordinances and the Warranty Bond Agreement (the "Bond Agreement") executed by the parties simultaneously herewith, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through 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, and the Bond Agreement, 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. Without limiting the foregoing, this Agreement shall not supersede or amend the Bond Agreement.
10. **Amendment.** This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. **Miscellaneous.** Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
13. **Effective Date.** Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

WITNESSES:

Melissa M. White
Print Name: Melissa M. White
Witness # 1

GRANTOR: BEAZER HOMES, LLC, a
Delaware limited liability company

By:
Print Name: Thomas M. Wallington
Its: VP Land Development
Date: 5-29-2025

Print Name: _____
Witness #2

STATE OF South Carolina)
)
COUNTY OF Charleston) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
Thomas Wallington, the VP Land Development, of BEAZER
HOMES, LLC, a Delaware limited liability company, on this 29th day of May,
2025.

Signature: Amy Shaffer
Print Name of Notary: Amy Shaffer
Notary Public for South Carolina
My Commission Expires: 1-2-34



[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL that certain piece, parcel, or tract of land, together with any improvements thereon, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, being shown and designated as "TRACT A 974,737.12 sq. ft. 22.377 acres" on that certain plat entitled, "PLAT SHOWING THE SUBDIVISION OF AREA 3, 83.296 ACRES, TMS 286-00-00-001, INTO RESIDUAL, 60.919 ACRES, AND TRACT A, 22.377 ACRES, ALL PROPERTY OF BEAR ISLAND LLC 2, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Richard A. Aldridge, S.C.P.L.S No. 20854, of Parker Land Surveying, LLC, dated July 2, 2020, last revised June 24, 2021, and recorded on August 17, 2021, in the office of the Register of Deeds for Charleston County, South Carolina, in Plat Book L21 at Page 0320. Said parcel or tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS No. 286-00-00-602

This being the same property conveyed to BEAZER HOMES, LLC, a Delaware limited liability company by deed of BEAR ISLAND, LLC, a South Carolina limited liability company, BEAR ISLAND II, LLC, a South Carolina limited liability company, BEAR ISLAND III, LLC, a South Carolina limited liability company, M&M1, LLC, a South Carolina limited liability company, M&M2, LLC, a South Carolina limited liability company, and ARLEE, LLC, a South Carolina limited liability company, dated August 19, 2021 and recorded in the Charleston County Register of Deeds Office in Book 1024 at Page 454 on August 19, 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, "FINAL SUBDIVISION PLAT SHOWING ASHLEY WALK TOWNES SUBDIVISION PHASE 1A (FORMERLY RHODES CROSSING), TMS# 286-00-00-602 (22.377 AC.), PROPERTY OF BEAZER HOMES LLC., LOCATED WEST OF THE ASHLEY, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" by Andrew C. Gillette Jr. (SCPLS No. 27736) of Parker Land Surveying, LLC, dated April 17, 2024, last revised on the date shown thereon, and recorded on _____, in Plat Book _____ at Pages _____ through _____ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA)	NON-EXCLUSIVE STORM
)	WATER DRAINAGE
)	EASEMENTS
COUNTY OF CHARLESTON)	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 BEAZER HOMES, LLC, a Delaware limited liability company ("Owner"), and the CITY OF CHARLESTON, a South Carolina municipality ("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. 286-00-00-602;

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, 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 and its receipt of any approvals, consents, or waivers required thereunder from the Corps and/or the South Carolina Department of Environmental Services (SCDES);

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 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 ANY EXISTING DECLARATION OF RESTRICTIVE COVENANTS (TOGETHER WITH ANY FUTURE DECLARATION OF RESTRICTIVE COVENANTS REQUIRED BY A GOVERNMENTAL ENTITY ARISING FROM OR RELATING TO WETLANDS AGAINST THE PROPERTY) AND/OR ANY CONSERVATION EASEMENT FOR THE BENEFIT OF A GOVERNMENTAL ENTITY . 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 ANY EXISTING (OR FUTURE) 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 any Wetlands Declaration, including any Conservation Easement, in conducting such activities. The City is obligated to comply with the prohibitions identified in any Wetlands Declaration, including any Conservation Easement limiting activities in the wetland system and is responsible for all work conducted under the Drainage Easements.
6. 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 any 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 any Wetlands Declaration, including any Conservation Easement. The City acknowledges that the priority for the Corps and SCDES is the integrity of the ecological functionality of the wetland system.

7. Subject to compliance with any 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.
8. **Effective Date.** Upon approval and recording of a final plat accounting for the Drainage Easements over the wetland areas (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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

WITNESSES:

company

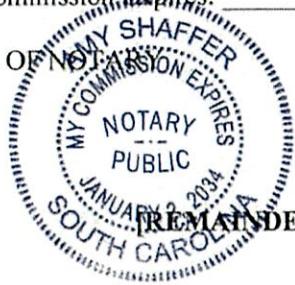
Melissa M. White
Print Name: Melissa M. White
Witness #1
Drew Snodgrass
Print Name: Drew Snodgrass
Witness #2

STATE OF South Carolina)
COUNTY OF Charleston)
) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
Thomas Wallington the VP Land Development, of
Beazer Homes, on this 20th day of May, 2025.

Signature: Amy Shaffer
Print Name of Notary: Amy Shaffer
Notary Public for South Carolina
My Commission Expires: 1-2-34

SEAL OF NOTARY



[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A

[DESCRIPTION OF PROPERTY]

All of those pieces, parcels, or tracts of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, delineated on that certain plat entitled, "FINAL SUBDIVISION PLAT SHOWING ASHLEY WALK TOWNES SUBDIVISION PHASE 1A (FORMERLY RHODES CROSSING), TMS# 286-00-00-602 (22.377 AC.), PROPERTY OF BEAZER HOMES LLC., LOCATED WEST OF THE ASHLEY, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" by Andrew C. Gillette Jr. (SCPLS No. 27736) of Parker Land Surveying, LLC, dated April 17, 2024, last revised on the date shown thereon, and recorded on _____, in Plat Book _____ at Pages _____ through _____ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B

[DESCRIPTION OF EASEMENT AREAS]

All those certain wetlands and preserved buffers shown on Exhibit A.

SAID WETLAND AREAS to be covered with a blanket drainage easement having such the size, shape, dimensions, buttings, and boundings as will by reference to said Exhibit A.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

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

Check Yes _____ or No

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

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

By:

Responsible Person Connected with the Transaction

Greg C. Coffey, Division President

Beazer Homes, LLC, a Delaware limited liability company

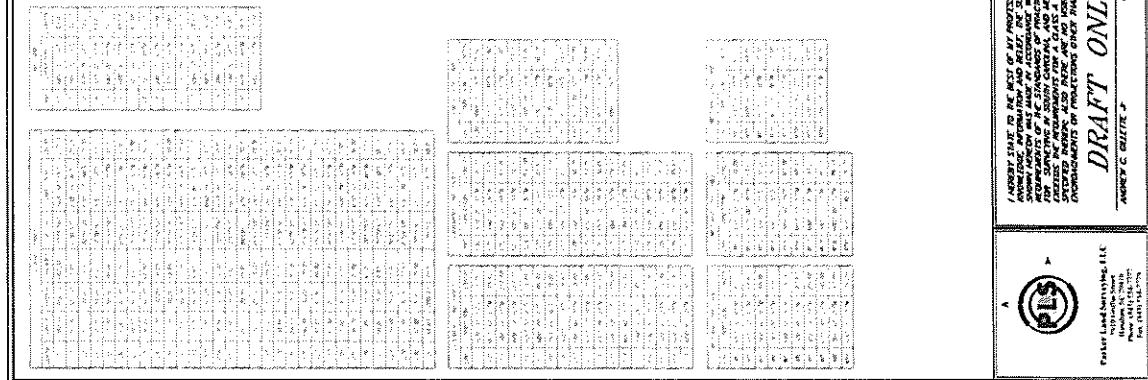
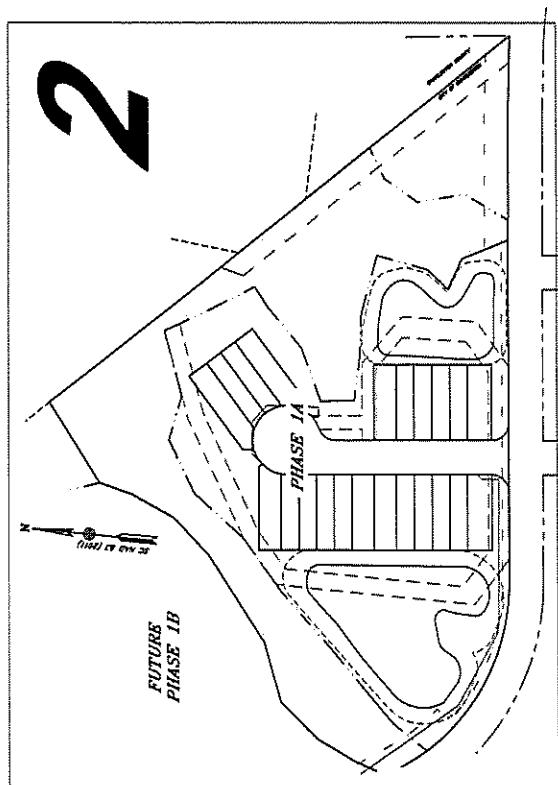
Print or Type Name Here

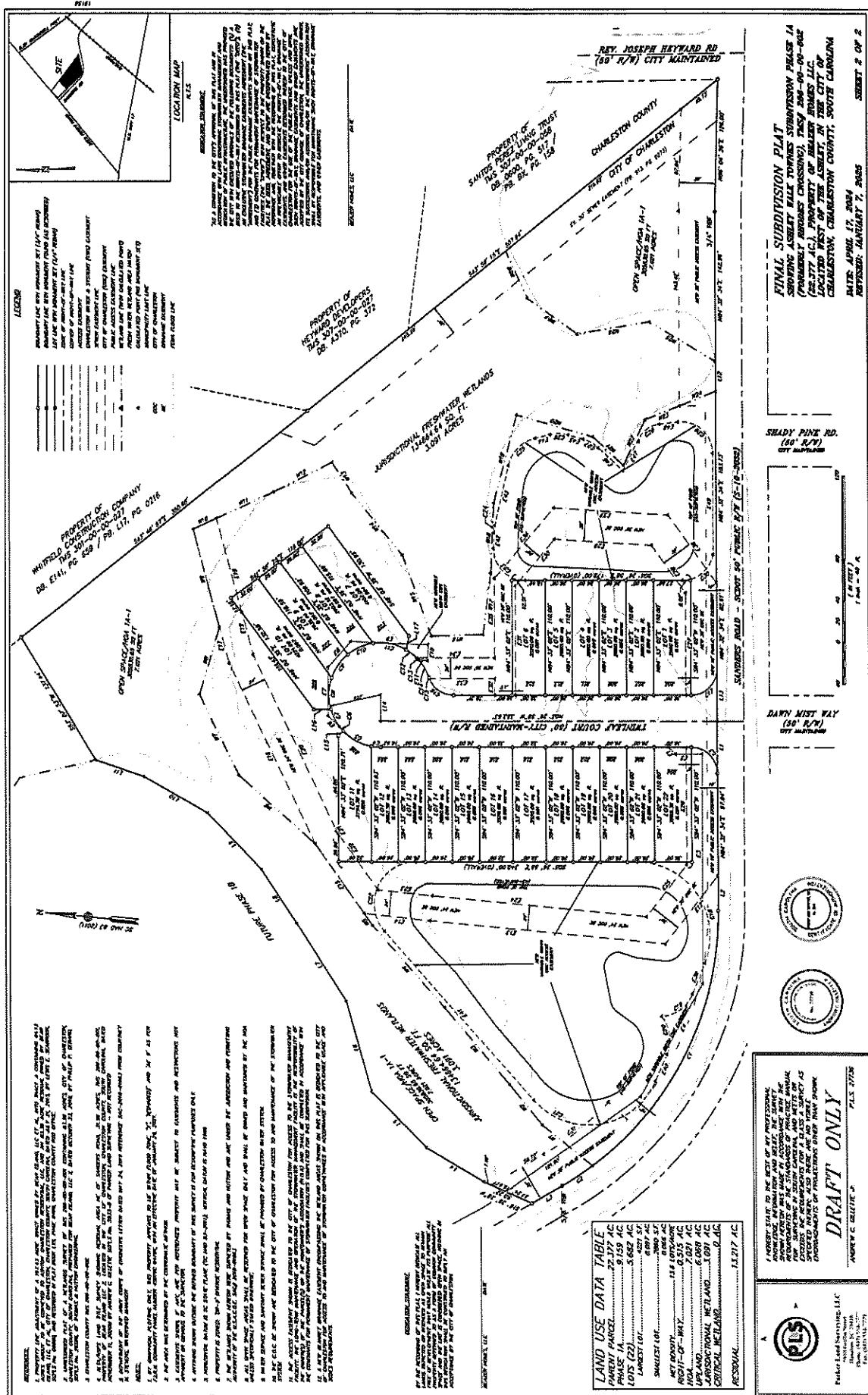
Sworn this 19 day of May 2025

Heather McCoy
Notary Public for South Carolina

My Commission Expires: 01/23 2035







H.I.)

City of Charleston Contract Amendment for Professional Services

Project: MS4 Plan Review Support Services

Owner: City of Charleston A/E: WK Dickson & Co., LLC
Department of Development Services 4105 Faber Place Drive, Suite 410
2 George Street, Suite 2100 North Charleston, SC 29405
Charleston, SC 29401 SC Professional License No C00177

Original Contract Date: 8/8/2024

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

1. Description of the Contract Amendment:

Based on conversations with the City Staff, we are providing this addendum for additional plan review services.

Please see attached revised cost breakdown.

2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$ 90,000.00
Change by Previously Approved Contract Amendments.....	\$ 110,000.00
Contract Sum prior to this Contract Amendment.....	\$ 200,000.00
Amount of this contract Amendment, complete.....	\$ 100,000.00
New Contract Sum, including this Contract Amendment	\$ 300,000.00

3. Adjustments in Contract Time: N/A

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

ARCHITECT/ ENGINEER:


Marc Horstman, PE, South Watershed Group Leader

6-30-25
(Date)

OWNER:

William S. Cogswell Jr., Mayor

(Date)

W.K. DICKSON & CO., LLC
2025 RATE SCHEDULE

<u>LABOR</u>	<u>2025</u>
Principal	\$290.00/hr.
Practice Director	\$290.00/hr.
Senior Consultant	\$260.00/hr.
Group Leader	\$265.00/hr.
Senior Project Manager	\$255.00/hr.
Senior Electrical Engineer	\$260.00/hr.
Project Manager	\$230.00/hr.
Engineering Manager	\$230.00/hr.
Associate Project Manager	\$215.00/hr.
Senior Project Engineer 2	\$230.00/hr.
Senior Project Engineer 1	\$205.00/hr.
Project Engineer	\$185.00/hr.
Electrical Engineer	\$200.00/hr.
Engineering Associate II	\$145.00/hr.
Engineering Associate I	\$130.00/hr.
Senior Project Controller	\$165.00/hr.
Project Controller	\$150.00/hr.
Senior Scientist	\$170.00/hr.
Scientist	\$150.00/hr.
Senior Planner	\$210.00/hr.
Planner	\$155.00/hr.
Senior Engineering Designer	\$165.00/hr.
Engineering Designer 2	\$150.00/hr.
Engineering Designer 1	\$120.00/hr.
Senior GIS Analyst	\$175.00/hr.
GIS Analyst	\$150.00/hr.
GIS Technician	\$130.00/hr.
Senior Construction Observer	\$155.00/hr.
Construction Observer	\$130.00/hr.
Senior Funding Support Specialist	\$145.00/hr.
Funding Support Specialist	\$135.00/hr.
Senior Project Administrator	\$130.00/hr.
Project Administrator	\$100.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 10%

Note: The above rates are effective January 1, 2025. WK Dickson reserves the right to revise to reflect inflationary increases.

Revised 11-19-24

City of Charleston Contract Amendment for Professional Services

Project: MS4 Plan Review Support Services

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

A/E: W.K Dickson & Co., Inc.
4105 Faber Place Drive, Suite 410
North Charleston, SC 29405
SC Professional License No C00177

Original Contract Date: 8/8/2024

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

1. Description of the Contract Amendment:

Based on conversations with the City Stormwater Staff, we are providing this addendum for the continuation of review services in 2025.

Please see attached revised cost breakdown.

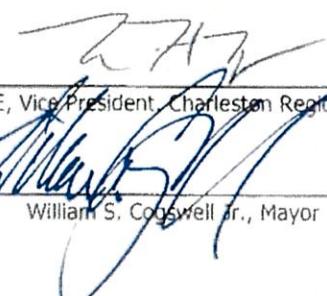
2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$ 90,000.00
Change by Previously Approved Contract Amendments.....	N/A
Contract Sum prior to this Contract Amendment.....	\$ 90,000.00
Amount of this contract Amendment, complete.....	\$ 110,000.00
New Contract Sum, including this Contract Amendment	\$ 200,000.00

3. Adjustments in Contract Time: N/A

Original Date for Contract Completion.....	12/31/2024
Change in Days by Previously Approved Contract Amendments	
Change in Days for this Contract Amendment	
New Date for Contract Completion.....	12/31/2025

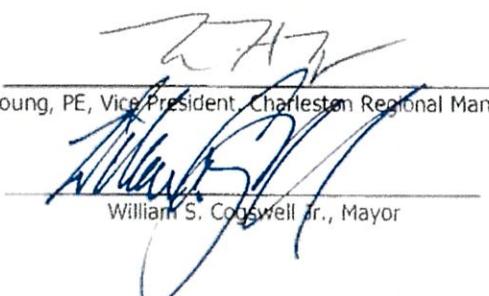
ARCHITECT/ ENGINEER:


Bill Young, PE, Vice President, Charleston Regional Manager

11/11/24

(Date)

OWNER:


William S. Coswell Jr., Mayor

12/5/24

(Date)

City of Charleston Contract for Professional Services

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

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

and the Professional Contractor:
W.K. Dickson & Co., Inc.
4105 Faber Place Drive, Suite 410
North Charleston, SC 29405
SC Professional License No C00177

The Owner requires the delivery of professional services to perform Engineering services ("Work") for MS4 Plan Review Support Services ("Project") as outlined in the City's Solicitation, attached as Exhibit B, and the Scope of Work (which includes the Professional Contractor's Proposal), attached as Exhibit C (collectively, the City's Solicitation, "Work," Project," Scope of Work, and "Professional Contractor's Proposal" collectively, the "Scope of Services").

Agreement

- A. **Terms and Conditions.** The Work will be performed in accordance with this page and the Terms and Conditions in this Contract, which follow this page.
B. **Compensation.** Work will be performed and payments for acceptable work will be made in accordance with the following, as further set forth in Article 8 and Exhibit D:

The **CONTRACT SUM payable to the Professional Contractor** (check the applicable boxes):

<input type="checkbox"/> Fixed Fee or <input type="checkbox"/> Lump Sum	\$	
<input type="checkbox"/> Expenses included in Lump Sum		
<input type="checkbox"/> Expenses reimbursed at actual cost <input type="checkbox"/> plus 10%		
<input type="checkbox"/> Expenses Not to Exceed	\$	
 <input checked="" type="checkbox"/> Time and Expense		
<input checked="" type="checkbox"/> Total Not to Exceed	\$	90,000
<input type="checkbox"/> Labor Not-to-Exceed	\$	
<input type="checkbox"/> Expenses reimbursed at actual cost <input type="checkbox"/> plus 10%		
<input type="checkbox"/> Expenses Not-to-Exceed	\$	
TOTAL: \$ 90,000		

ATTACHMENTS

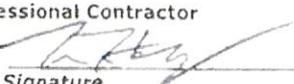
1. Exhibit A, City of Charleston's Insurance Requirements
2. Exhibit B, City's Solicitation
3. Exhibit C, Scope of Work
4. Exhibit D, Fee Schedule

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

City of Charleston

By: _____
William S. Codwell, Jr., Mayor
Amy Wharton, CFO
Matthew Frohlich, Deputy CFO

Date Signed: August 8
2024

Professional Contractor

By: _____
Signature
Bill Young, PE
Vice President, Charleston Regional Manager

Date Signed: 07/31/2024,
2024

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 1 - GENERAL

- A. The Professional Contractor agrees to provide the Work to the Owner as required by the Scope of Services and for the Compensation as set forth on page 1.
- B. If any provision in the Exhibits is inconsistent or in conflict with this Contract, this Contract controls. If there is any provision in the City's Solicitation and the Professional Contractor's Proposal, the City's Solicitation controls.
- C. All Exhibits and any modifications either to the Exhibits or this Agreement are incorporated into this Contract, except that all terms and conditions in the Professional Contractor's Proposal or Fee Schedule are void unless specifically listed as follows:
 1. None

ARTICLE 2 - TERM AND TIME FOR PERFORMANCE

- A. CONTRACT TERM:
 1. The initial term of this Contract begins on the effective date.
 2. The termination date will be the later of date of final payment or Date of Final Completion.
- B. TIME FOR PERFORMANCE:
 1. The Professional Contractor must begin the Scope of Services upon receipt of a Notice to Proceed from the City Representative; and
 2. Date of Final Completion: The Professional Contractor must complete the Scope of Services in accordance with the schedule procedures outlined in Exhibit C, Scope of Work unless otherwise agreed upon and extended in writing by the City.

ARTICLE 3 - PROFESSIONAL CONTRACTOR'S RESPONSIBILITIES

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

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
- B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

- C. The Owner shall provide the Professional Contractor with available information about the site and work area that is necessary for the Professional Contractor to perform the Services. The Owner shall cooperate with the Professional Contractor in the identification and acquisition of any additional information required.
- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the Professional Contractor of any errors or deficiencies in the Professional Contractor's performance under this Contract.

ARTICLE 5 – ADDITIONAL CONSULTANTS

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

ARTICLE 6 – LIMITATIONS OF RESPONSIBILITY and INDEMNITY

- A. The Professional Contractor shall not be responsible for the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to the Professional Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B. The Professional Contractor shall indemnify and hold the Owner, council members, and employees harmless from claims, liability, losses, and causes of action, including the cost and fees of defense of any action, arising out of any willful or negligent act, error, or omission of the Professional Contractor, including those parties contracted by the Professional Contractor as subcontractors, incidental to the performance of the Services under this Agreement. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 7 – DOCUMENTS

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

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 8 – COMPENSATION AND PAYMENTS

- A. The Professional Contractor agrees to provide the Scope of Work to the Owner for the Compensation as set forth on page 1 of this Contract. The Professional Contractor shall be entitled to additional compensation for work done beyond the Scope of Services if approved in advance in writing by the Owner.
- B. The Owner shall make payments to the Professional Contractor for undisputed Work in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. The Professional Contractor shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- D. The Professional Contractor's request for payment under a TIME AND EXPENSE contract shall be based on actual hours worked during the billing period, using the approved the Professional Contractor's Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 of this Contract.
- E. Payment under a FLAT FEE OR LUMP SUM contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the Professional Contractor's services shall be submitted to the City at the completion of the Work and after the City's acceptance of the Work in its entirety.
- F. All requests for payment shall be submitted in the form and manner required by the Owner and shall be accompanied by appropriate supporting documentation.

ARTICLE 9 - DISPUTE RESOLUTION

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

ARTICLE 10 - SUSPENSION AND TERMINATION

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

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 11 – INSURANCE

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

ARTICLE 12 – MISCELLANEOUS PROVISIONS

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

ARTICLE 13 – ERRORS AND OMISSIONS

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

Exhibit A

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

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

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

Exhibit A

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Professional Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

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

City of Charleston
Department of Stormwater Management
ATTN: Matthew Fountain
2 George Street, Suite 2100, Charleston, SC 29401

Exhibit B

CITY'S SOLICITATION

CITY'S SOLICITATION ON FOLLOWING PAGES

City of Charleston

MS4 Plan Review Support Services

**Request for Qualifications
(Professional Services)**

April 5, 2024

Statement of Qualifications must be received by 4:00 pm (local time) on April 19, 2024

Table of Contents

SECTION A: NOTICE TO PROFESSIONAL SERVICES TEAMS	3
SECTION B: BACKGROUND	4
SECTION C: QUALIFICATIONS, SCOPE OF SERVICES AND SCHEDULE.....	5
SECTION D: SUBMISSION INSTRUCTIONS.....	7
SECTION E: SELECTION PROCESS	10

ATTACHMENTS

- A. 2020 City of Charleston Stormwater Design Standards Manual provided by reference:
<https://www.charleston-sc.gov/351/Stormwater-Design-Standards-Manual>
- B. City Contractor(Consultant) Insurance Requirements

SECTION A: NOTICE TO PROFESSIONAL SERVICES TEAMS

The City of Charleston is seeking engineering Consultants to self-perform plan review support services as part of the CITY's Stormwater Management Program to meet the Municipal Separate Storm Sewer System (MS4) discharge permit requirements.

The City of Charleston reviews construction activity applications (CAA) for compliance with the CITY's Stormwater Design Standards Manual (SWDSM) and the South Carolina Department of Health and Environmental Control (SDHEC) National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP). The selected engineering Consultants will self-perform engineering plan review support for the requirements of the SWDSM and CGP.

Please contact the CITY Stormwater Director, Matthew Fountain, at fountainm@charleston-sc.gov with questions regarding the project.

Statements of Qualifications will be received at the City of Charleston Stormwater Management, via e-mail to fountainm@charleston-sc.gov until 4:00 pm (local time), April 19, 2024 for the professional services for *MS4 Plan Review Support Services*.

SECTION B: BACKGROUND

BACKGROUND

The City of Charleston operates a Stormwater Management Program in compliance with the SCDHEC Small MS4 Discharge Permit and CGP. The CITY has adopted ordinances towards this compliance including a SWDSM for reviewing and permitting construction, development, and re-development projects within CITY jurisdiction. The CITY currently reviews over 500 CAA submittals/re-submittals per year for compliance with these requirements.

SECTION C: QUALIFICATIONS, SCOPE OF SERVICES AND SCHEDULE

Through this Request for Qualifications (RFQ), the CITY will select qualified Consultants to provide engineering services per the Project Description above. Contract format will be a one year contract with the option for four additional one year extensions. A summary of the scope of services and proposed schedule are as follows:

QUALIFICATIONS

Each Consultant who wishes to be considered for selection to perform this scope of services shall submit to the CITY a concise description of:

- **Project Approach.** The Consultant shall include a description of their management approach and technical approach for the proposed scope of services. Consultant must verify they will self-perform all work without the use of sub-consultants/sub-contractors.
- **Organization.** Provide a description of the Consultant, which includes information regarding its primary business, its background and history, its organizational structure, QA/QC program, and the number of employees. This section should contain any additional information about the firm that the Consultant feels will assist the CITY in better understanding the qualifications of the firm.
- **Personnel & References.** All Statements of Qualifications will include and identify any team member that will provide review and/or Quality Assurance work on the project. Any substitutions to the proposed staff would require CITY approval prior to substitution. Each resume should include whether the team member will provide review services, Quality Assurance services, or both. The proposal shall identify the person who will be the primary day-to-day contact with the CITY.
- **Project Examples.** A minimum of three (3) project examples involving stormwater plan design and/or stormwater plan review of similar size/complexity. Each project reference should include a short description of the scope of work, the type of work, the engineering approach, type(s) of hydrologic and hydraulic modeling used, and any exceptional successes or challenges encountered during the duration of the project.
- **Capacity to Perform Work.** Provide a description of the Consultant's capacity to perform work requested by the CITY by describing the Consultant's current workload and the availability of the staff to meet schedules. Please describe the methods utilized to track work progress, budgets, and deadlines.
- **Licenses and Other Documentation.** The Consultant shall provide professional licenses held by firm, certificate of current professional liability insurance, business licenses and any relevant associations of which you are a member.

SCOPE OF SERVICES

The Project is to provide stormwater management plan review of CAA submittals for compliance with the CITY's SWDSM and SCDHEC NPDES CGP. The selected Consultants will be provided pdf copies of permit submittals through an FTP site or similar service hosted by the selected Consultants. The CITY will participate in a brief virtual kickoff meeting for each review to provide context on the review and verify applicable regulations.

The City will query selected Consultants each week regarding availability to complete a review within the next 10 business days. If a selected Consultant notifies the City of their availability and is provided a review by the City, the Consultant will have 10 business days to complete their engineering stormwater management plan review including digital review comments regarding compliance with all applicable sections of the SWDSM and CGP. This review will include a Quality Assurance check of their work by a different employee than that producing the review comments. The review document will then be electronically returned to the CITY for inclusion in the TRC package and the Consultant's reviewer will attend the City Technical Review Committee meeting on Thursday morning to provide an overview of comments to the applicant and respond to questions from the applicant. A review typically takes between 4 and 30 hours to review depending on complexity and quality of the submittal though time may vary outside of those general limits.

The Consultants must be capable of providing the following services:

- If the Consultant notifies the City of availability for a review, they must provide a completed plan review by a qualified professional within 10 business days of being provided a submittal by the City; multiple staff members may be used on the Contract, but only a single reviewer can be used for each individual review project;
- Provide Quality Assurance check of a completed review using a licensed Professional Engineer;
- Attend virtual meeting at kick off of each project review as needed;
- Attend in-person City Technical Review Committee Meetings at 2 George St, Charleston, SC 29401 to present and respond to questions on the review by applicants, meetings are scheduled each Thursday from 9am until the agenda is complete (typically 2 to 3 total hours);
- Prepare markups on pdf submittals using Bluebeam markups and host an electronic platform to receive and transmit electronic files.
 - Comments may be provided via a word document on specific projects at the discretion of the CITY; This option will need to be discussed during the kick-off meeting for the specific project.

SCHEDULE

April 12, 2024

All questions must be submitted to fountainm@charleston-sc.gov by close of business

April 19, 2024

Statement of Qualifications must be received by the City of Charleston, via fountainm@charleston-sc.gov by 4:00 pm.

SECTION D: SUBMISSION INSTRUCTIONS

STATEMENT OF QUALIFICATIONS FORMAT

The CITY reserves the right to obtain financial data or other supplemental information concerning the submitting entities, if relevant. Consultants should prepare their Statement of Qualifications simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. The CITY reserves the right to select the Statement of Qualifications deemed most advantageous and in the best interest of the CITY.

Submission Details:

RESPONSE TO THIS REQUEST FOR QUALIFICATIONS MUST INCLUDE THE FOLLOWING:

Those Consultants interested in providing services must submit a PDF digital submittal to Matthew Fountain (fountainm@charleston-sc.gov). The base proposal is limited to 40 single-sided pages 8.5"x 11" paper unless otherwise specified. Liability insurance certificate, and professional insurance certificate do NOT count toward the proposal page limit. A current resume including information on specific related project experience and the role of the person on the project shall be submitted for personnel. If sub-consultants are to be used the resume requirement also applies. A digital copy shall be provided in PDF format and all RFQ information should be submitted as a single file. The PDF file name will follow the format: "[Prime Consultant Firm Name]_MS4 Plan Review_SOQ.pdf".

The Consultant is responsible for sending proposals via e-mail, consultant's ftp, or other consultant's fileshare to Matthew Fountain (fountainm@charleston-sc.gov). Please note the maximum file size allowed through the CITY e-mail server is 30 MB. The CITY will send an e-mail confirming the receipt of the PDF package. If no e-mail is received, then the PDF package receipt has not been acknowledged. If any issue/concern arises, contact Matthew Fountain directly at fountainm@charleston-sc.gov. Any submittals received after 4:00 PM on April 19, 2024, will not be accepted. Submitting before the deadline is strongly encouraged.

Submission Development:

All costs incurred by the Consultant associated with RFQ preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of the Contract, will be the responsibility entirely and exclusively of the Consultant.

In responding to this RFQ, please submit a Statement of Qualifications addressing the following items at a minimum:

- 1 Transmittal Letter with:
 - a RFQ subject
 - b. Name of the Consultant responding, including mailing address, e-mail address, telephone number, and name(s) of contact person(s).
 - c. The name of the person or person authorized to make representations on behalf of the Consultant, binding the Consultant.
 - d. A Statement of Familiarity confirming key personnel have read proposal attachments.
- 2 Description of the Understanding of the Project
3. Description of the Consultant Project Approach
4. Organization Description
5. Organizational Chart of Proposed Team showing names and roles of all personnel and sub-

- consultants
6. Assumptions and Expectations.
 7. Project Resumes of at least three (3) and no more than ten (10) relevant projects successfully completed within the last five (5) years. Reference contacts for each project must be provided.
 8. Provide Personal Experience and Resumes of Key Personnel and sub-consultants on the team. At a minimum each resume should address:
 - a. Name
 - b. Team role
 - c. Years Experience
 - d. Firm and Location
 - e. Education
 - f. Other relevant Professional Qualifications
 - g. Relevant Project Experience
 - h. Relevant Hydrologic and Hydraulic Modeling Experience
 - i. Office Location
 9. Availability of personnel by month
 10. Proposal shall include proof of liability and professional insurance.
 11. A statement detailing why your team should be selected.

The selection process will involve screening of submitted Statement of Qualifications and may also involve interviews. The CITY will select Consultants based on Consultant qualifications, understanding of the scope of services, and level of services to be provided.

The successful Consultants will be required to furnish within ten (10) days after receiving a written notice of award the following information:

1. A Certificate of General Liability Insurance meeting the CITY minimum requirements in Attachment B.
2. A Certificate of Professional Liability Insurance meeting the CITY minimum requirements in Attachment B.
3. A City of Charleston Business License

RESTRICTED COMMUNICATIONS

In order to avoid situations where a potential or perceived conflict of interest could occur or where an unfair competitive advantage could be obtained or perceived, all inquiries or other communications regarding this RFQ shall be exclusively directed to Matthew Fountain via email at fountainm@charleston-sc.gov. Consultants are hereby expressly instructed not to otherwise communicate with the CITY regarding this RFQ. This prohibition is also applicable to the Consultant's affiliates, officers, employees, agents, sub-consultants, consultants and proposing team members.

CONTINGENCIES TO AWARD OF CONTRACT

The CITY shall not be required to award a contract to any of the entities that submit a Statement of Qualifications in response to this RFQ. The CITY shall, at the CITY's sole and absolute discretion, determine which entities, if any, shall receive the award. Reasons for non-award of this contract may include, but are not limited to, the CITY's dissatisfaction of the submitted proposals, insufficient interest from Consultants, withdrawal of one or more of the funding sources anticipated being used to fund the Project. The final

award of the Project is conditional on the Consultant executing a written Contract acceptable to the CITY, in its sole and absolute discretion, and approved by the CITY. The CITY reserves the right, in its sole and absolute discretion, to reject any and all changes proposed by any Consultant submitting a Statement of Qualifications. Neither the CITY nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. The CITY reserves the right to obtain financial data or other supplemental information concerning the Consultants, if relevant.

SIZE OF STATEMENT OF QUALIFICATIONS

The total size of the Statement of Qualifications submitted to the CITY under this base RFQ should be no more than 40 pages, single-sided, in length. Liability insurance certificate, and professional insurance certificate do NOT count towards the RFQ page count. The Statement of Qualifications should be on 8.5" x 11" paper. If concept plans and schedules are provided in conjunction with the Statement of Qualifications can be sized for 11" x 17" paper and will count for only 1 page. A digital copy shall be provided in PDF format and all RFQ information should be submitted as a single file.

Questions should be directed to Matthew Fountain via email only at fountainm@charleston-sc.gov with the email subject including "MS4 Plan Review RFQ Question".

SECTION E: SELECTION PROCESS

SCORING CRITERIA

The Selection Team will review and evaluate all properly submitted Statements of Qualifications that are received on or before the deadline. The Selection Team will then rank the proposals taking into account, but not limited to, the scoring criteria set forth below:

1. Experience and Qualifications of the Consultant (80% of total)
 - a. Technical Qualifications.
 - b. Number and quality of similar projects in past 5 years.
 - c. Familiarity with local, state, federal requirements.
 - d. DHEC permitting coordination experience.
 - e. Ability to meet project schedule.
 - f. Written quality and clarity of proposal.
 - g. Licensures and other documentation.
2. Understanding of Project (20% of total)
 - a. Purpose and scope of the Project.
 - b. Pertinent Issues and potential problems related to the Project.

SELECTION CRITERIA

The Selection Team will review and evaluate all proposals submitted in response to this RFQ. The CITY will consider whether all proposals submitted are complete and whether they meet all of the requirements outlined in the Request for Qualifications and the specific criteria for evaluating competitive proposals earlier detailed in this section. The CITY may choose to select none, one, or multiple Consultants to contract with pending successful negotiation.

The CITY is not liable for any costs incurred by the Consultant in responding to this RFQ, or for any costs incurred in connection with any discussions or correspondences required for clarification of any subject contained in this RFQ. Any and all costs incurred in responding to this RFQ, including oral interviews, site visits, and coordination of the site visits, demonstrations, or other related activities shall be the responsibility of the Consultant.

Attachment B

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Professional Services Contract

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

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

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

2. Workers' Compensation

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

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

Required certificates should be mailed to:

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

Exhibit C

SCOPE OF WORK

SCOPE OF WORK ON FOLLOWING PAGES

EXHIBIT C

Engineer's Services

This scope of services is for stormwater management plan review of CAA submittals for compliance with the CITY's SWDSM and SCDHEC NPDES CGP on behalf of the City of Charleston. The CONSULTANT's services shall include the following:

TASK 1. PROJECT MANAGEMENT

CONSULTANT's Project Manager will manage the project services in a manner that will assure the quality of deliverables and allow for ample coordination with CITY. The following project management efforts will be conducted in coordination with CITY:

- A. Maintain record of services for review and approval of invoices by CITY's Project Manager. This document will be used throughout the life of this contract as a project control system for the CONSULTANT and as a basis for status reporting to CITY.
- B. CONSULTANT's Project Manager shall prepare and submit a monthly progress report to provide summary of prior work completed and current status of each review submittal. Monthly progress reports are due at the end of each month and shall accompany each invoice.
- C. CONSULTANT's Project Manager shall coordinate and oversee all project activity on a regular basis (daily, weekly, monthly, etc.) related to all administrative and technical aspects of the project. In particular, the Project Manager will supervise and direct all staff-related technical components including documentation of review comments and QA/QC process. The Project Manager shall ensure QA/QC will be performed by a professional engineer and/or surveyor registered in the state of South Carolina.

TASK 2. PLAN REVIEW SERVICES

As plan review services are desired by CITY, a query of availability for staff to complete a permit review within the next 10 business days. As part of the query, CITY will provide summary of permit submittal and any unique issues on the site and/or with the plans so that consideration for staff assignments and availability relative to complexity of review can be considered. Based upon review of availability and plan complexity, CONSULTANT will notify CITY of staff availability to complete review within 10 business days or provide an estimate of review time if in excess of 10 days.

Based upon CONSULTANT response and at CITY's discretion, CITY will provide pdf copies of permit submittals through an FTP site hosted by CONSULTANT. Once received, CONSULTANT will schedule and conduct a virtual kickoff meeting with CITY staff prior to commencing review to

collect context on the review and verify applicable regulations. Within 10 business days from receipt of plans, unless otherwise approved in writing, CONSULTANT will complete engineering stormwater management plan review.

CONSULTANT review processes and procedures will utilize CITY's standard documentation and checklists, encompassing the SWDSM, CGP, and other relevant regulatory guidelines. CONSULTANT will utilize Bluebeam studio to provide digital review comments regarding compliance with all applicable sections of the SWDSM and CGP. If requested by CITY at kick-off, comments may be provided via a word document on specific projects.

At the completion of each project review and prior to submission to CITY, CONSULTANT will provide an independent Quality Assurance appraisal of the Plan Review and Response document by a senior level staff member that is familiar with the necessary regulations and standards that apply but was not otherwise involved in the detailed plan review. The quality assurance check will be provided by a licensed South Carolina Professional Engineer. Regular peer reviews will be conducted to validate findings and minimize errors or oversights.

Once review is complete, the review document will be electronically returned to CITY for inclusion in the TRC package. CONSULTANT may need to communicate with the applicant, on a limited basis, outside of TRC to provide a more detailed explanation of a comment or respond to a more detailed information request on an item from the applicant. These meetings should be limited to generally once per review cycle and only if the meeting is likely to improve submittal quality or reduce the number of subsequent reviews. This procedure will be utilized to ensure efficiency in communication of any complicated issues and prevent multiple iterations in formal comment submissions.

CONSULTANT acknowledges multiple staff members may be used for provision of services on this Contract, but a single reviewer must be used for each individual review project. CONSULTANT understands that a review typically takes between 4 to 30 hours, depending on the project complexity and quality of the submittal, and is dedicated to completing the project review in 10 business days following the receipt of all requisite application materials from the applicant and the City. Comprehensive documentation of review activities, findings, and resolutions will be maintained for audit and record-keeping purposes.

TASK 3. TECHNICAL REVIEW COMMITTEE PARTICIPATION

CONSULTANT's reviewer will attend the City Technical Review Committee meeting virtually on Thursday morning following the completion of plan review to provide an overview of comments to the applicant and respond to questions from the applicant. For complex technical issues, CONSULTANT may include additional staff in TRC meeting.

TASK 4. REIMBURSABLE EXPENSES

Reimbursable expenses to be paid by CITY shall include reproduction costs for plans, specifications, exhibits, general correspondence; postage and courier fees; travel; and other miscellaneous expenses.

Exhibit D

FEE SCHEDULE

FEE SCHEDULE ON NEXT PAGE

W.K. DICKSON & CO., INC.
2024 RATE SCHEDULE

<u>LABOR</u>	<u>2024</u>
Principal	\$275.00/hr.
Senior Consultant	\$245.00/hr.
Senior Project Manager	\$245.00/hr.
Senior Engineering Manager	\$245.00/hr.
Senior Electrical Engineer	\$245.00/hr.
Project Manager	\$220.00/hr.
Engineering Manager	\$220.00/hr.
Senior Project Engineer	\$190.00/hr.
Electrical Engineer	\$190.00/hr.
Project Engineer	\$175.00/hr.
Senior Project Controller	\$158.00/hr.
Project Controller	\$140.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$200.00/hr.
Planner	\$148.00/hr.
Senior Engineering Designer	\$155.00/hr.
Engineering Designer	\$145.00/hr.
Senior GIS Analyst	\$165.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$120.00/hr.
Senior Construction Observer	\$145.00/hr.
Construction Observer	\$120.00/hr.
Senior Funding Support Specialist	\$135.00/hr.
Funding Support Specialist	\$125.00/hr.
Project Administrator	\$90.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2024. WK Dickson reserves the right to revise to reflect inflationary increases.

Revised 01-25-24

H2.)

City of Charleston Contract Amendment for Professional Services

Project: Stormwater 3rd Party Plan Review Services

Owner: City of Charleston A/E: Kimley-Horn and Associates, Inc.
Department of Development Services 115 Fairchild Street, Suite 250
2 George Street, Suite 2100 Charleston, SC 29492
Charleston, SC 29401 SC Professional License No. 1209781

Original Contract Date: 6/11/2024

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

1. Description of the Contract Amendment:

Based on conversations with the City Staff, we are providing this addendum for additional plan review services.

Please see attached revised cost breakdown.

2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$ <u>90,000.00</u>
Change by Previously Approved Contract Amendments.....	\$ <u>110,000.00</u>
Contract Sum prior to this Contract Amendment.....	\$ <u>200,000.00</u>
Amount of this contract Amendment, complete.....	\$ <u>100,000.00</u>
New Contract Sum, including this Contract Amendment	\$ <u>300,000.00</u>

3. Adjustments in Contract Time: N/A

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

ARCHITECT/ ENGINEER:


Christopher M. Iser

6.26.2025

(Date)

OWNER:

William S. Cogswell Jr., Mayor

(Date)

City of Charleston Contract Amendment for Professional Services

Project: Stormwater 3rd Party Plan Review Services

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

A/E: Kimley-Horn and Associates, Inc.
115 Fairchild Street, Suite 250
Charleston, SC 29492
SC Professional License No. 1209781

Original Contract Date: June 11, 2024

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

1. Description of the Contract Amendment:

Based on conversations with the City Stormwater Staff, we are providing this addendum for \$101,000.00

Please see attached revised cost breakdown.

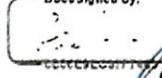
2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$ 90,000.00
Change by Previously Approved Contract Amendments.....	\$ 9,000.00
Contract Sum prior to this Contract Amendment.....	\$ 99,000.00
Amount of this contract Amendment, complete.....	\$ 101,000.00
New Contract Sum, including this Contract Amendment	\$ 200,000.00

3. Adjustments in Contract Time: N/A

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

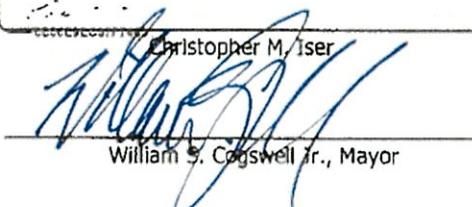
ARCHITECT/ ENGINEER:

DocuSigned by:

Christopher M. Iser

11/1/2024

(Date)

OWNER:


William S. Cogswell Jr., Mayor

12/5/2024

(Date)

City of Charleston Contract Amendment for Professional Services

Project: Stormwater 3rd Party Plan Review Services

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

A/E: Kimley-Horn and Associates, Inc.
115 Fairchild Street, Suite 250
Charleston, SC 29492
SC Professional License No. 1209781

Original Contract Date: June 11, 2024

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

1. Description of the Contract Amendment:

Based on conversations with the City Stormwater Staff, we are providing this addendum for \$9,000.00

Please see attached revised cost breakdown.

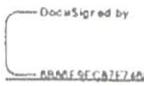
2. Adjustments to the Contract Sum:

Original Contract Sum	\$ 90,000.00
Change by Previously Approved Contract Amendments	\$ N/A
Contract Sum prior to this Contract Amendment	\$ 90,000.00
Amount of this contract Amendment, complete	\$ 9,000.00
New Contract Sum, including this Contract Amendment	\$ 99,000.00

3. Adjustments in Contract Time: N/A

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

ARCHITECT/ ENGINEER:



Christopher M. Iser

11/1/2024

(Date)

OWNER:

William S. Cogswell Jr., Mayor

11/13/24

(Date)

City of Charleston Contract for Professional Services

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

The Owner:

City of Charleston
50 Broad Street
Charleston, SC 29401

and the Professional Contractor:
Kimley-Horn and Associates, Inc.
115 Fairchild Street, Suite 250
Charleston, SC 29492
SC Professional License No. 1209781

The Owner requires the delivery of professional services to perform plan review services ("Work") for Stormwater 3rd Party Plan Review Services ("Project") as outlined in the City's Solicitation, attached as Exhibit B, and the Scope of Work (which includes the Professional Contractor's Proposal), attached as Exhibit C (collectively, the City's Solicitation, "Work," Project," Scope of Work, and "Professional Contractor's Proposal" collectively, the "Scope of Services").

Agreement

- A. Terms and Conditions.** The Work will be performed in accordance with this page and the Terms and Conditions in this Contract, which follow this page.
- B. Compensation.** Work will be performed and payments for acceptable work will be made in accordance with the following, as further set forth in Article 8 and Exhibit D:

The **CONTRACT SUM payable to the Professional Contractor** (check the applicable boxes):

Fixed Fee or **Lump Sum** \$

Expenses included in Lump Sum

Expenses reimbursed at actual cost plus 10%

Expenses Not to Exceed \$

Time and Expense

Total Not to Exceed \$ 90,000.00

Labor Not-to Exceed \$

Expenses reimbursed at actual cost plus 10%

Expenses Not to Exceed \$

TOTAL: \$ 90,000.00

ATTACHMENTS

- 1 Exhibit A, City of Charleston's Insurance Requirements
- 2 Exhibit B, City's Solicitation
- 3 Exhibit C, Scope of Work
- 4 Exhibit D, Fee Schedule

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

City of Charleston

By:
William S. Cogwell, Jr., Mayor
Amy Wharton, CFO
Matthew Frohlich, Deputy CFO

Date Signed: 06/11/2024
2024

Professional Contractor

By:
Signature
Jonathan R. Guy
Vice-President

Date Signed: 6 June 2024
2024

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 1 - GENERAL

- A. The Professional Contractor agrees to provide the Work to the Owner as required by the Scope of Services and for the Compensation as set forth on page 1.
- B. If any provision in the Exhibits is inconsistent or in conflict with this Contract, this Contract controls. If there is any provision in the City's Solicitation and the Professional Contractor's Proposal, the City's Solicitation controls.
- C. All Exhibits and any modifications either to the Exhibits or this Agreement are incorporated into this Contract, except that all terms and conditions in the Professional Contractor's Proposal or Fee Schedule are void unless specifically listed as follows:
 1. None.

ARTICLE 2 – TERM AND TIME FOR PERFORMANCE

- A. CONTRACT TERM:
 1. The initial term of this Contract begins on the effective date.
 2. The termination date will be the later of date of final payment or Date of Final Completion.
- B. TIME FOR PERFORMANCE:
 1. The Professional Contractor must begin the Scope of Services upon receipt of a Notice to Proceed from the City Representative; and
 2. Date of Final Completion: The Professional Contractor must complete the Scope of Services in accordance with the schedule procedures outlined in Exhibit C, Scope of Work, unless extended in writing by the City. The professional contractor will continue providing services for one year, unless extended in writing by the City.

ARTICLE 3 – PROFESSIONAL CONTRACTOR'S RESPONSIBILITIES

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

ARTICLE 4 - OWNER'S RESPONSIBILITIES

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

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

ARTICLE 5 – ADDITIONAL CONSULTANTS

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

ARTICLE 6 – LIMITATIONS OF RESPONSIBILITY and INDEMNITY

- A. The Professional Contractor shall not be responsible for the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to the Professional Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B. The Professional Contractor shall indemnify and hold the Owner, council members, and employees harmless from claims, liability, losses, and causes of action, including the cost and fees of defense of any action, arising out of any willful or negligent act, error, or omission of the Professional Contractor, including those parties contracted by the Professional Contractor as subcontractors, incidental to the performance of the Services under this Agreement. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 7 – DOCUMENTS

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

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

- E. Consultants and Additional Consultants used by the Professional Contractor for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 8 – COMPENSATION AND PAYMENTS

- A. The Professional Contractor agrees to provide the Scope of Work to the Owner for the Compensation as set forth on page 1 of this Contract. The Professional Contractor shall be entitled to additional compensation for work done beyond the Scope of Services if approved in advance in writing by the Owner.
- B. The Owner shall make payments to the Professional Contractor for undisputed Work in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. The Professional Contractor shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- D. the Professional Contractor's request for payment under a TIME AND EXPENSE contract shall be based on actual hours worked during the billing period, using the approved the Professional Contractor's Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 of this Contract.
- E. Payment shall be paid within thirty (30) days of receipt of the invoice. The invoice for the Professional Contractor's services shall be submitted to the City at the completion of the Work and after the City's acceptance of the Work in its entirety.
- F. All requests for payment shall be submitted in the form and manner required by the Owner and shall be accompanied by appropriate supporting documentation.

ARTICLE 9 - DISPUTE RESOLUTION

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

ARTICLE 10 – SUSPENSION AND TERMINATION

- A. The Owner may direct the Professional Contractor to suspend performance under this Contract at any time.
- B. The Professional Contractor may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Professional Contractor as required by the terms of this Contract. Prior to the suspension of performance, the Professional Contractor shall give written notice to the Owner and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the Professional Contractor.
- C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the Professional Contractor, the Professional Contractor's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the Professional Contractor, the Professional Contractor's compensation shall be equitably adjusted to provide for expenses incurred in resuming the Professional Contractor's services and the time schedules for the remaining services shall be equitably adjusted.

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

- D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days' written notice to the Professional Contractor.
- E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 11 - INSURANCE

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

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

ARTICLE 13 - ERRORS AND OMISSIONS

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

Exhibit A

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

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

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

Exhibit A

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Professional Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

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

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

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Professional Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Professional Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

J. Required certificates should be mailed to:

City of Charleston
Department of Stormwater Management
ATTN: Matthew Fountain
2 George Street, Suite 2100, Charleston, SC 29401

Exhibit B

CITY'S SOLICITATION

CITY'S SOLICITATION ON FOLLOWING PAGES

Exhibit B

CITY'S SOLICITATION

City of Charleston

MS4 Plan Review Support Services

**Request for Qualifications
(Professional Services)**

April 5, 2024

Statement of Qualifications must be received by 4:00 pm (local time) on April 19, 2024

Exhibit B
CITY'S SOLICITATION

Table of Contents

<u>SECTION A. NOTICE TO PROFESSIONAL SERVICES TEAMS</u>	<u>11</u>
<u>SECTION B. BACKGROUND</u>	<u>12</u>
<u>SECTION C. QUALIFICATIONS, SCOPE OF SERVICES AND SCHEDULE</u>	<u>13</u>
<u>SECTION D. SUBMISSION INSTRUCTIONS</u>	<u>15</u>
<u>SECTION E. SELECTION PROCESS</u>	<u>18</u>

ATTACHMENTS

- A. 2020 City of Charleston Stormwater Design Standards Manual provided by reference:
<https://www.charleston-sc.gov/351/Stormwater-Design-Standards-Manual>
- B. City Contractor(Consultant) Insurance Requirements

Exhibit B

CITY'S SOLICITATION

SECTION A: NOTICE TO PROFESSIONAL SERVICES TEAMS

The City of Charleston is seeking engineering Consultants to self-perform plan review support services as part of the CITY's Stormwater Management Program to meet the Municipal Separate Storm Sewer System (MS4) discharge permit requirements.

The City of Charleston reviews construction activity applications (CAA) for compliance with the CITY's Stormwater Design Standards Manual (SWDSM) and the South Carolina Department of Health and Environmental Control (SDHEC) National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP). The selected engineering Consultants will self-perform engineering plan review support for the requirements of the SWDSM and CGP.

Please contact the CITY Stormwater Director, Matthew Fountain, at fountainm@charleston-sc.gov with questions regarding the project.

Statements of Qualifications will be received at the City of Charleston Stormwater Management, via email to fountainm@charleston-sc.gov until 4:00 pm (local time), April 19, 2024 for the professional services for *MS4 Plan Review Support Services*.

Exhibit B

CITY'S SOLICITATION

SECTION B: BACKGROUND

BACKGROUND

The City of Charleston operates a Stormwater Management Program in compliance with the SCDHEC Small MS4 Discharge Permit and CGP. The CITY has adopted ordinances towards this compliance including a SWDSM for reviewing and permitting construction, development, and re-development projects within CITY jurisdiction. The CITY currently reviews over 500 CAA submittals/re-submittals per year for compliance with these requirements.

Exhibit B

CITY'S SOLICITATION

SECTION C: QUALIFICATIONS, SCOPE OF SERVICES AND SCHEDULE

Through this Request for Qualifications (RFQ), the CITY will select qualified Consultants to provide engineering services per the Project Description above. Contract format will be a one year contract with the option for four additional one year extensions. A summary of the scope of services and proposed schedule are as follows:

QUALIFICATIONS

Each Consultant who wishes to be considered for selection to perform this scope of services shall submit to the CITY a concise description of:

- **Project Approach.** The Consultant shall include a description of their management approach and technical approach for the proposed scope of services. Consultant must verify they will selfperform all work without the use of sub-consultants/sub-contractors.
- **Organization.** Provide a description of the Consultant, which includes information regarding its primary business, its background and history, its organizational structure, QA/QC program, and the number of employees. This section should contain any additional information about the firm that the Consultant feels will assist the CITY in better understanding the qualifications of the firm.
- **Personnel & References.** All Statements of Qualifications will include and identify any team member that will provide review and/or Quality Assurance work on the project. Any substitutions to the proposed staff would require CITY approval prior to substitution. Each resume should include whether the team member will provide review services, Quality Assurance services, or both. The proposal shall identify the person who will be the primary day-to-day contact with the CITY.
- **Project Examples.** A minimum of three (3) project examples involving stormwater plan design and/or stormwater plan review of similar size/complexity. Each project reference should include a short description of the scope of work, the type of work, the engineering approach, type(s) of hydrologic and hydraulic modeling used, and any exceptional successes or challenges encountered during the duration of the project.
- **Capacity to Perform Work.** Provide a description of the Consultant's capacity to perform work requested by the CITY by describing the Consultant's current workload and the availability of the staff to meet schedules. Please describe the methods utilized to track work progress, budgets, and deadlines.
- **Licensures and Other Documentation.** The Consultant shall provide professional licenses held by firm, certificate of current professional liability insurance, business licenses and any relevant associations of which you are a member.

SCOPE OF SERVICES

The Project is to provide stormwater management plan review of CAA submittals for compliance with the CITY's SWDSM and SCDHEC NPDES CGP. The selected Consultants will be provided pdf copies of permit submittals through an FTP site or similar service hosted by the selected Consultants. The CITY will participate in a brief virtual kickoff meeting for each review to provide context on the review and verify applicable regulations.

Exhibit B

CITY'S SOLICITATION

The City will query selected Consultants each week regarding availability to complete a review within the next 10 business days. If a selected Consultant notifies the City of their availability and is provided a review by the City, the Consultant will have 10 business days to complete their engineering stormwater management plan review including digital review comments regarding compliance with all applicable sections of the SWDSM and CGP. This review will include a Quality Assurance check of their work by a different employee than that producing the review comments. The review document will then be electronically returned to the CITY for inclusion in the TRC package and the Consultant's reviewer will attend the City Technical Review Committee meeting on Thursday morning to provide an overview of comments to the applicant and respond to questions from the applicant. A review typically takes between 4 and 30 hours to review depending on complexity and quality of the submittal though time may vary outside of those general limits.

The Consultants must be capable of providing the following services:

- If the Consultant notifies the City of availability for a review, they must provide a completed plan review by a qualified professional within 10 business days of being provided a submittal by the City; multiple staff members may be used on the Contract, but only a single reviewer can be used for each individual review project;
- Provide Quality Assurance check of a completed review using a licensed Professional Engineer,
- Attend virtual meeting at kick off of each project review as needed;
- Attend in-person City Technical Review Committee Meetings at 2 George St, Charleston, SC 29401 to present and respond to questions on the review by applicants, meetings are scheduled each Thursday from 9am until the agenda is complete (typically 2 to 3 total hours);
- Prepare markups on pdf submittals using Bluebeam markups and host an electronic platform to receive and transmit electronic files.

Comments may be provided via a word document on specific projects at the discretion of the CITY; This option will need to be discussed during the kick-off meeting for the specific project

SCHEDULE

April 12, 2024	All questions must be submitted to fountainm@charleston-sc.gov by close of business
April 19, 2024	Statement of Qualifications must be received by the City of Charleston, via fountainm@charleston-sc.gov by 4:00 pm

Exhibit B

CITY'S SOLICITATION

SECTION D: SUBMISSION INSTRUCTIONS

STATEMENT OF QUALIFICATIONS FORMAT

The CITY reserves the right to obtain financial data or other supplemental information concerning the submitting entities, if relevant. Consultants should prepare their Statement of Qualifications simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. The CITY reserves the right to select the Statement of Qualifications deemed most advantageous and in the best interest of the CITY.

Submission Details:

RESPONSE TO THIS REQUEST FOR QUALIFICATIONS MUST INCLUDE THE FOLLOWING:

Those Consultants interested in providing services must submit a PDF digital submittal to Matthew Fountain (fountainm@charleston-sc.gov). The base proposal is limited to 40 single-sided pages 8.5"x 11" paper unless otherwise specified. Liability insurance certificate, and professional insurance certificate do NOT count toward the proposal page limit. A current resume including information on specific related project experience and the role of the person on the project shall be submitted for personnel. If sub-consultants are to be used the resume requirement also applies. A digital copy shall be provided in PDF format and all RFQ information should be submitted as a single file. The PDF file name will follow the format: "[Prime Consultant Firm Name]_MS4 Plan Review_SOQ.pdf".

The Consultant is responsible for sending proposals via e-mail, consultant's ftp, or other consultant's files share to Matthew Fountain (fountainm@charleston-sc.gov). Please note the maximum file size allowed through the CITY e-mail server is 30 MB. The CITY will send an e-mail confirming the receipt of the PDF package. If no e-mail is received, then the PDF package receipt has not been acknowledged. If any issue/concern arises, contact Matthew Fountain directly at fountainm@charleston-sc.gov. Any submittals received after 4:00 PM on April 19, 2024, will not be accepted. Submitting before the deadline is strongly encouraged.

Submission Development:

All costs incurred by the Consultant associated with RFQ preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of the Contract, will be the responsibility entirely and exclusively of the Consultant.

In responding to this RFQ, please submit a Statement of Qualifications addressing the following items at a minimum:

1. Transmittal Letter with
 - a. RFQ subject
 - b. Name of the Consultant responding, including mailing address, e-mail address, telephone number, and name(s) of contact person(s)
 - c. The name of the person or person authorized to make representations on behalf of the Consultant, binding the Consultant.
 - d. A Statement of Familiarity confirming key personnel have read proposal attachments.
2. Description of the Understanding of the Project
3. Description of the Consultant Project Approach
4. Organization Description

Exhibit B

CITY'S SOLICITATION

5. Organizational Chart of Proposed Team showing names and roles of all personnel and sub-consultants
6. Assumptions and Expectations.
7. Project Resumes of at least three (3) and no more than ten (10) relevant projects successfully completed within the last five (5) years. Reference contacts for each project must be provided.
8. Provide Personal Experience and Resumes of Key Personnel and sub-consultants on the team. At a minimum each resume should address:
 - a. Name
 - b. Team role
 - c. Years Experience
 - d. Firm and Location
 - e. Education
 - f. Other relevant Professional Qualifications
 - g. Relevant Project Experience
 - h. Relevant Hydrologic and Hydraulic Modeling Experience
 - i. Office Location
9. Availability of personnel by month
10. Proposal shall include proof of liability and professional insurance
11. A statement detailing why your team should be selected.

The selection process will involve screening of submitted Statement of Qualifications and may also involve interviews. The CITY will select Consultants based on Consultant qualifications, understanding of the scope of services, and level of services to be provided

The successful Consultants will be required to furnish within ten (10) days after receiving a written notice of award the following information:

1. A Certificate of General Liability Insurance meeting the CITY minimum requirements in Attachment B.
2. A Certificate of Professional Liability Insurance meeting the CITY minimum requirements in Attachment B.
3. A City of Charleston Business License

RESTRICTED COMMUNICATIONS

In order to avoid situations where a potential or perceived conflict of interest could occur or where an unfair competitive advantage could be obtained or perceived, all inquiries or other communications regarding this RFQ shall be exclusively directed to Matthew Fountain via email at fountainm@charlestonsc.gov. Consultants are hereby expressly instructed not to otherwise communicate with the CITY regarding this RFQ. This prohibition is also applicable to the Consultant's affiliates, officers, employees, agents, subconsultants, consultants and proposing team members.

CONTINGENCIES TO AWARD OF CONTRACT

The CITY shall not be required to award a contract to any of the entities that submit a Statement of Qualifications in response to this RFQ. The CITY shall, at the CITY's sole and absolute discretion, determine which entities, if any, shall receive the award. Reasons for non-award of this contract may include, but are not

Exhibit B

CITY'S SOLICITATION

limited to, the CITY's dissatisfaction of the submitted proposals, insufficient interest from Consultants, withdrawal of one or more of the funding sources anticipated being used to fund the Project. The final award of the Project is conditional on the Consultant executing a written Contract acceptable to the CITY, in its sole and absolute discretion, and approved by the CITY. The CITY reserves the right, in its sole and absolute discretion, to reject any and all changes proposed by any Consultant submitting a Statement of Qualifications. Neither the CITY nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. The CITY reserves the right to obtain financial data or other supplemental information concerning the Consultants, if relevant.

SIZE OF STATEMENT OF QUALIFICATIONS

The total size of the Statement of Qualifications submitted to the CITY under this base RFQ should be no more than 40 pages, single-sided, in length. Liability insurance certificate, and professional insurance certificate do NOT count towards the RFQ page count. The Statement of Qualifications should be on 8.5" x 11" paper. If concept plans and schedules are provided in conjunction with the Statement of Qualifications can be sized for 11" x 17" paper and will count for only 1 page. A digital copy shall be provided in PDF format and all RFQ information should be submitted as a single file.

Questions should be directed to Matthew Fountain via email only at fountainm@charleston-sc.gov with the email subject including "MS4 Plan Review RFQ Question".

Exhibit B

CITY'S SOLICITATION

SECTION E: SELECTION PROCESS

SCORING CRITERIA

The Selection Team will review and evaluate all properly submitted Statements of Qualifications that are received on or before the deadline. The Selection Team will then rank the proposals taking into account, but not limited to, the scoring criteria set forth below:

1. Experience and Qualifications of the Consultant (80% of total)
 - a. Technical Qualifications.
 - b. Number and quality of similar projects in past 5 years.
 - c. Familiarity with local, state, federal requirements.
 - d. DHEC permitting coordination experience.
 - e. Ability to meet project schedule.
 - f. Written quality and clarity of proposal.
 - g. Licensures and other documentation.
2. Understanding of Project (20% of total)
 - a. Purpose and scope of the Project.
 - b. Pertinent issues and potential problems related to the Project.

SELECTION CRITERIA

The Selection Team will review and evaluate all proposals submitted in response to this RFQ. The CITY will consider whether all proposals submitted are complete and whether they meet all of the requirements outlined in the Request for Qualifications and the specific criteria for evaluating competitive proposals earlier detailed in this section. The CITY may choose to select none, one, or multiple Consultants to contract with pending successful negotiation.

The CITY is not liable for any costs incurred by the Consultant in responding to this RFQ, or for any costs incurred in connection with any discussions or correspondences required for clarification of any subject contained in this RFQ. Any and all costs incurred in responding to this RFQ, including oral interviews, site visits, and coordination of the site visits, demonstrations, or other related activities shall be the responsibility of the Consultant.

Exhibit B

CITY'S SOLICITATION

Attachment B

**CITY OF CHARLESTON'S
INSURANCE REQUIREMENTS**

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

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

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

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

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

- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the

Exhibit B

CITY'S SOLICITATION

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

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

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

2. Workers' Compensation

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

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

Required certificates should be mailed to:

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

Exhibit C
SCOPE OF WORK

PROFESSIONAL CONTRACTOR'S PROPOSAL ON FOLLOWING PAGES

Exhibit C

SCOPE OF WORK

City of Charleston MS4 Plan Review Support Services May 2024

BACKGROUND

The City of Charleston (CITY) is seeking an engineering firm to provide plan review support services as part of their Stormwater Management Program to meet the SCDHEC Small MS4 discharge permit requirements. CITY staff currently reviews more than 500 construction activity applications (CAA) submittals/resubmittals per year for compliance with the CITY Stormwater Design Standards Manual (SWDSM) and the SCDHEC National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP).

ASSUMPTIONS

CONSULTANT assumes the following:

1. CITY will query CONSULTANT each week regarding availability to complete a review within the next 10 business days.
2. CONSULTANT will be provided PDF copies of permit submittals.
3. CITY intends to assign small to medium sized projects with an anticipated review time of 4 to 30 hours per review, depending on complexity and quality of the submittal. Review times may extend beyond these general limits.
4. CITY will provide CONSULTANT access to their comment library and standard review checklists and procedures.

The following Scope of Work outlines the services to be performed by the CONSULTANT.

SCOPE OF WORK

TASK 1 – MS4 PLAN REVIEW SUPPORT SERVICES

CONSULTANT will provide stormwater management plan review of CAA submittals and other related services requested by the CITY and mutually agreed to by the CONSULTANT. CONSULTANT efforts for this task will consist of the following:

1. Initiate the project, track progress, maintain communication, maintain the project schedule, and manage the project budget for the duration of the project.
2. Meet with the CITY on an as-needed basis for the duration of the project. Meetings will consist of:
 - a. Project kickoff meeting to review and discuss standard procedures and project needs.
 - b. Virtual kickoff meetings between CITY and CONSULTANT for each review.
 - c. CONSULTANT will attend periodic meetings on an as-needed basis during reviews to clarify CITY requirements and preferences.
 - d. CONSULTANT will attend Technical Review Committee (TRC) meetings virtually, and only for the applicable portion that pertains to the subject review.
 - e. Upon prior approval from the CITY, CONSULTANT will attend comment review/clarification meetings with project developers and/or their design engineer.
3. Stormwater management plan review of CAA submittals for compliance with the SWDSM and SCDHEC NPDES CGP.
 - a. Each plan review will be performed by a single professional with a quality assurance check

Exhibit C

SCOPE OF WORK

- performed by a separate professional.
- b. Review comments will be provided in PDF markup format (Bluebeam), unless directed otherwise by CITY at the review kickoff meeting.
 - c. The reviewer will attend the TRC meeting to provide an overview of comments to the applicant and respond to questions.
4. As mutually agreed between CITY and CONSULTANT at the review kickoff meeting, CONSULTANT will perform other related services in support of reviewing CAA submittals. These may include:
- a. Review other design components for general conformance with CITY requirements such as inlet spread calculations, pavement sections, etc.
 - b. Reviewing plats for general conformance with CITY requirements.
 - c. Reviewing as-built surveys for general conformance with CITY requirements.

Task 1 Deliverables

- 1. Review comments in PDF markup format (Bluebeam).

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

SCHEDULE

CONSULTANT will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Upon accepting and being provided a project to review, CONSULTANT will complete the review within 10 business days.

FEE AND EXPENSES

CONSULTANT will perform the services in Tasks 1 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 MS4 Plan Review Support Services:	\$90,000
Maximum Labor Fee:	\$90,000

CONSULTANT will not exceed the total maximum labor fee shown without authorization from the CITY. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Exhibit D
FEE SCHEDULE

FEE SCHEDULE ON NEXT PAGE[S]

Exhibit D
FEE SCHEDULE

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$140 - \$180
Analyst II	\$185 - \$230
Professional	\$230 - \$260
Senior Professional I	\$270 - \$335
Senior Professional II	\$360 - \$425
Senior Technical Support	\$125 - \$305
Technical Support	\$110 - \$180
Support Staff	\$95 - \$155

Effective through June 30, 2025

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Exhibit D
FEE SCHEDULE

Employee	Classification	Rate
Jonathan Guy	Senior Professional II	\$360.00
Karl Mertig	Senior Professional I	\$335.00
Stephen Thun	Senior Professional I	\$320.00
Uday Khambhammettu	Senior Professional I	\$295.00
Casey Warfield	Senior Professional I	\$295.00
Marianne Sutherland	Senior Professional I	\$280.00
Andrew Todd-Burke	Senior Professional I	\$270.00
Thomas Purcell	Professional	\$230.00
Sean Wilson	Professional	\$230.00
Ben Lawson	Professional	\$230.00
Emily Czelusniak	Professional	\$230.00
Greg Craft	Analyst I	\$175.00
Evan Macfie	Analyst I	\$170.00
Katie Rogers	Analyst I	\$170.00
Coral Hendrix	Analyst I	\$165.00
Annalee Wisecarver	Analyst I	\$160.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2024

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

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

PRODUCER Edgewood Partners Inc. Center/Greylings 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE: (404) 681-7700 FAX: (404) 681-7701 E-MAIL: jerry.noyola@edgewoodpartners.com INSURER(S) AFFORING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg 19445 INSURER B: Allied World Assurance Co (U.S.) Inc. 19489 INSURER C: New Hampshire Insurance Company 23841 INSURER D: Lloyd's of London 85202 INSURER E INSURER F
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh NC 27601	KULASS

COVERAGES		CERTIFICATE NUMBER: 1791121995		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS					
INSR LTR	TYPE OF INSURANCE	ADOL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A X	COMMERCIAL GENERAL LIABILITY		GL5268169	4/1/2024	4/1/2025
	CLAIMS MADE X OCCUR				
X	Contractual Liability				
	GEN L AGGREGATE LIMIT APPLIES PER				
	POLICY X PROJECT X LOC				
	OTHER				
A	AUTOMOBILE LIABILITY		CA4480603 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025
X	ANY AUTO				
	OWNED AUTOS ONLY	SCHEDULED AUTOS			
X	Hired AUTOS ONLY	X Non-Owned AUTOS ONLY			
	DED X RETENTION/3.50000				
B X	UMBRELLA/LAB	X OCCUR	03127930	4/1/2024	4/1/2025
X	EXCESS LIAB	CLAIMS-MADE			
	DED X RETENTION/3.50000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N Any Proprietor/Partner Executive Officer/Member/Employee (Mandatory in NY) If yes, describe under: DESCRIPTION OF OPERATIONS/LOCATIONS	WC015893685 (AOS) WC015893086 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025
	X PER STATUTE	OTH			
	EL EACH ACCIDENT	\$2,000,000			
	CL DISEASE EA EMPLOYEE	\$2,000,000			
	EL DISEASE POLICY LIMIT	\$2,000,000			
D	Professional Liability		B0140LDUSA2404949	4/1/2024	4/1/2025
	PER ANN				
	Aggregate	\$2,000,000			
		\$2,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)					
Re: MS4 Plan Review Support Services; Stephen Thun The City of Charleston its officials, employees and volunteers are named as Additional Insureds with respects to General Liability where required by written contract. The above referenced liability policies w th the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder					

CERTIFICATE HOLDER	CANCELLATION
City of Charleston Department of Stormwater Management 2 George Street, Suite 2100 Charleston SC 29401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

H3.)

City of Charleston Contract Amendment for Professional Services

Project: Stormwater 3rd Party Plan Review Services

Owner: City of Charleston A/E: Woolpert, Inc
Department of Development Services 4900 O'Hear Ave, Suite 202
2 George Street, Suite 2100 North Charleston, SC 29405
Charleston, SC 29401

Original Contract Date: 5/31/2024

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

1. Description of the Contract Amendment:

Based on conversations with the City Staff, we are providing this addendum for additional plan review services.

Please see attached revised cost breakdown.

2. Adjustments to the Contract Sum:

Original Contract Sum.....	\$ <u>90,000.00</u>
Change by Previously Approved Contract Amendments.....	\$ <u>110,000.00</u>
Contract Sum prior to this Contract Amendment.....	\$ <u>200,000.00</u>
Amount of this contract Amendment, complete.....	\$ <u>100,000.00</u>
New Contract Sum, including this Contract Amendment	\$ <u>300,000.00</u>

3. Adjustments in Contract Time: N/A

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

ARCHITECT/ ENGINEER:


JP Johns, PE, Vice President

7/1/2025

(Date)

OWNER:

William S. Cogswell Jr., Mayor

(Date)

City of Charleston Contract Amendment for Professional Services

Project: Stormwater 3rd Party Plan Review Services

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

A/E: Woolpert, Inc
4900 O'Hear Ave, Suite 202
North Charleston, SC 29405

Original Contract Date: 5/31/2024

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

1. Description of the Contract Amendment:

Based on conversations with the City Stormwater Staff, we are providing this addendum for additional plan review services

Please see attached revised cost breakdown.

2. Adjustments to the Contract Sum:

Original Contract Sum	\$ 90,000
Change by Previously Approved Contract Amendments	\$ 0
Contract Sum prior to this Contract Amendment	\$ 90,000
Amount of this contract Amendment, complete	\$ 110,000
New Contract Sum, including this Contract Amendment	\$ 200,000

3. Adjustments in Contract Time: N/A

Original Date for Contract Completion	5/31/2025
Change in Days by Previously Approved Contract Amendments	0
Change in Days for this Contract Amendment	214
New Date for Contract Completion	12/31/2025

ARCHITECT/ ENGINEER:

< JP Jones, PE, Vice President >

11/5/2024
(Date)

OWNER:

William S. Cogswell Jr., Mayor

12/5/2024
(Date)

City of Charleston Contract for Professional Services

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

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

and the Professional Contractor:
Woolpert, Inc
4900 O'Hear Avenue, Suite 202
North Charleston, Sc 29405
SC Professional License No. CAQ2990

The Owner requires the delivery of professional services to perform Plan Review services ("Work") for Stormwater 3rd Party Plan Review Services ("Project") as outlined in the City's Solicitation, attached as Exhibit B, and the Scope of Work (which includes the Professional Contractor's Proposal), attached as Exhibit C (collectively, the City's Solicitation, "Work," Project," Scope of Work, and "Professional Contractor's Proposal" collectively, the "Scope of Services").

Agreement

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

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

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

Fixed Fee or **Lump Sum** \$

Expenses included in Lump Sum

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

Time and Expense

Total Not to Exceed \$ 90,000

Labor Not to Exceed \$

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

TOTAL: \$

ATTACHMENTS

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

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

City of Charleston

By: 
William S. Cogswell, Jr., Mayor
Amy Wharton, CFO
Matthew Frohlich, Deputy CFO

Date Signed: June 7
2024

Professional Contractor

By: 
Signature
[name] BRIAN T. BATES
[title] VICE PRESIDENT

Date Signed: 5/31/24
2024

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 1 - GENERAL

- A. The Professional Contractor agrees to provide the Work to the Owner as required by the Scope of Services and for the Compensation as set forth on page 1.
- B. If any provision in the Exhibits is inconsistent or in conflict with this Contract, this Contract controls. If there is any provision in the City's Solicitation and the Professional Contractor's Proposal, the City's Solicitation controls.
- C. All Exhibits and any modifications either to the Exhibits or this Agreement are incorporated into this Contract, except that all terms and conditions in the Professional Contractor's Proposal or Fee Schedule are void.

ARTICLE 2 - TERM AND TIME FOR PERFORMANCE

- A. CONTRACT TERM:
 1. The initial term of this Contract begins on the effective date.
 2. The termination date will be the later of date of final payment or Date of Final Completion.
- B. TIME FOR PERFORMANCE:
 1. The Professional Contractor must begin the Scope of Services upon receipt of a Notice to Proceed from the City Representative; and
 2. Date of Final Completion: The Professional Contractor will continue providing services for one year, unless extended in writing by the City.

ARTICLE 3 - PROFESSIONAL CONTRACTOR'S RESPONSIBILITIES

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

ARTICLE 4 - OWNER'S RESPONSIBILITIES

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

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

- shall cooperate with the Professional Contractor in the identification and acquisition of any additional information required.
- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the Professional Contractor of any errors or deficiencies in the Professional Contractor's performance under this Contract.

ARTICLE 5 – ADDITIONAL CONSULTANTS

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

ARTICLE 6 – LIMITATIONS OF RESPONSIBILITY and INDEMNITY

- A. The Professional Contractor shall not be responsible for the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to the Professional Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B. The Professional Contractor shall indemnify and hold the Owner, council members, and employees harmless from claims, liability, losses, and causes of action, including the cost and fees of defense of any action, arising out of any willful or negligent act, error, or omission of the Professional Contractor, including those parties contracted by the Professional Contractor as subcontractors, incidental to the performance of the Services under this Agreement. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 7 – DOCUMENTS

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

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 8 – COMPENSATION AND PAYMENTS

- A. The Professional Contractor agrees to provide the Scope of Work to the Owner for the Compensation as set forth on page 1 of this Contract. The Professional Contractor shall be entitled to additional compensation for work done beyond the Scope of Services if approved in advance in writing by the Owner.
- B. The Owner shall make payments to the Professional Contractor for undisputed Work in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. The Professional Contractor shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- D. the Professional Contractor's request for payment under a TIME AND EXPENSE contract shall be based on actual hours worked during the billing period, using the approved the Professional Contractor's Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 of this Contract.
- E. Payment under a FLAT FEE OR LUMP SUM contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the Professional Contractor's services shall be submitted to the City at the completion of the Work and after the City's acceptance of the Work in its entirety.
- F. All requests for payment shall be submitted in the form and manner required by the Owner and shall be accompanied by appropriate supporting documentation.

ARTICLE 9 – DISPUTE RESOLUTION

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

ARTICLE 10 – SUSPENSION AND TERMINATION

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

TERMS AND CONDITIONS
CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES

of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 11 - INSURANCE

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

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

ARTICLE 13 - ERRORS AND OMISSIONS

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

Exhibit A

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

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

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

Exhibit A

CITY OF CHARLESTON'S INSURANCE REQUIREMENTS

Any Insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Professional Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

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

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

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

E. Any deductibles or self-insured retentions shall be the responsibility of the Professional Contractor.

F. Each Insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Professional Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

J. Required certificates should be mailed to:

City of Charleston
Department of Stormwater Management
ATTN: Matthew Fountain
2 George Street, Suite 2100, Charleston, SC 29401

Exhibit B

CITY'S SOLICITATION

CITY'S SOLICITATION ON FOLLOWING PAGES

Exhibit C

SCOPE OF WORK

Project Understanding

The purpose of this project is for Woolpert to provide professional engineering services to assist the City of Charleston with the continuing development and implementation of the County's Storm Water Management Program through assistance with plan review services. Woolpert will provide Plan Review services for the City in approving project compliance with local, state, and federal stormwater regulations and requirements.

Scope of Services

Prior to the initiation of plan review services, Woolpert and the City will have a kick-off meeting to review how the City operates within the Bluebeam Studio format. Woolpert will ensure that Woolpert's processes align with the City's normal operating procedures to ensure comments are delivered to applications in a consistent manner.

On an as-needed basis, the City will reach out to its on-call consultants to determine which firm(s) have the capacity to perform the identified plan review. If Woolpert is the selected firm, Woolpert and the City will have a brief initial meeting to review the project and obtain any site-specific knowledge the City has regarding the proposed site and project. Woolpert will then obtain plan review submittal documents from the City and will perform plan review services with a maximum 10 business day turnaround time, once the plans and calculations are received by Woolpert. Comments will be provided in the format discussed at the kick-off meeting, using the Bluebeam Studio format. Each plan review will be performed by a South Carolina Professional Engineer (PE) or a person who has completed the CSPR training; each review will be subsequently QC'ed by a senior staff engineer experienced in plan reviews.

Woolpert will negotiate the 10 business day turnaround time for Holidays such as Memorial Day, Fourth of July, Veterans Day, Thanksgiving, Christmas and New Year's as staff may be on vacation for those time periods. If the review necessitates communication with City staff to provide additional information on the area or to make a decision on certain items (i.e. waivers, allowable variances), this will be send to City staff in an email.

A Woolpert senior staff member will also virtually attend the Technical Review Committee (TRC) Meeting during the time a project reviewed by Woolpert is scheduled in order to stay apprised of other City reviews for coordination and to answer questions from the applicant on the review as appropriate.

This scope of services may also cover the review of as-built drawings and plats for City requirements, as well as other related services as requested by the City.

Schedule

These services will be provided on an as-needed basis, as requested by the City. Reviews will generally be required to be completed within 10 calendar days unless an alternate schedule is agreed to by the City and Woolpert for a review on a case by case basis.

Exhibit D
FEE SCHEDULE

Woodpert Labor Category	Hourly Rate
Project Principal	\$280.00
Project Director	\$260.00
Subject Matter Expert	\$240.00
Senior Project Manager	\$205.00
Project Manager	\$180.00
Senior Engineer	\$170.00
GIS Professional	\$150.00
Engineer	\$140.00
Junior Professional	\$130.00
Phase Manager	\$120.00
Junior Engineer	\$115.00
Senior Environmental Scientist	\$110.00
EIT	\$105.00
Business Manager	\$95.00
Field Technician	\$85.00
Administrative Support	\$75.00

I2.)



*City of Charleston
South Carolina*

MEMORANDUM

To: Jennifer Cook, Clerk of Council
From: Matthew Fountain, PE, PG, Director of Stormwater Management
Subject: NFWF Grant Application –
Newmarket Creek Restoration, Site Assessment & Preliminary Design
Date: 15 July 2025

This memo seeks approval to submit a grant application to the National Fish and Wildlife Foundation (NFWF) requesting \$1,000,000 for the site assessment and preliminary design of the Newmarket Creek Restoration Project located on the eastside of the Charleston peninsula.

A match is not required, however, it is highly recommended in order to be competitive in the grant selection process. The City will contribute a match of \$500,000 from the Cooper River Bridge TIF for a total project scope cost of \$1,500,000.

The site assessment and preliminary design phase will evaluate potential restoration project alternatives, gather baseline data, engage community stakeholders, and develop a 30–60% preliminary design to inform a future decision-making. The goal is to advance nature-based solutions that reduce flood risk and enhance ecological and community resilience. The project will build on prior planning efforts and include coordination with landowners and permitting agencies to lay the foundation for final design and implementation.

If you have any questions, please do not hesitate to email me at <fountainm@charleston-sc.gov>.



2 GEORGE STREET, CHARLESTON, SOUTH CAROLINA 29401

NFWF NCRF PRE-PROPOSAL NARRATIVE

PART I – PROJECT OVERVIEW

Project Category: Site(s) Assessment and Preliminary Design

Nature-based Solution:

- Marsh Restoration

1. **Coastal Hazard Risks:** Newmarket Creek lies within a FEMA Coastal A Zone vulnerable to tidal flooding, storm surge, and intense rainfall. Chronic flooding impacts public safety, limits mobility, and disrupts access to critical infrastructure including the SC Ports Authority's Columbus Street Terminal, Interstate-26/US Highway-17, and stormwater pump stations. Nearby communities experience frequent road closures and property damage. Ecologically, infill and development have severely fragmented the tidal creek, degrading habitat for blue crab, southern flounder, penaeid shrimp, and native salt marsh vegetation.
2. **Past & Planned Projects:** This project builds on over \$3 million in planning (Charleston Water Plan, Flooding & Sea Level Rise Strategy, Lowcountry Lowline Plan), and \$50 million in planned drainage and mobility improvements in the creek's basin. It will align with these investments to maximize co-benefits for stormwater management, ecological restoration, and access to green, public space.
3. **For Pipeline Projects Only:** N/A
4. **For Restoration Implementation Projects Only:** N/A
5. **NBS & Coastal Security:** This project prioritizes green infrastructure and tidal creek restoration over gray infrastructure. Proposed nature-based solutions include restored marshlands, wetlands, bioswales, and berms designed to absorb wave energy, reduce erosion, and buffer adjacent neighborhoods from tidal intrusion. These features support wetland accretion and allow future marsh migration, offering adaptive resilience to sea level rise. Restoring the floodplain and creek's natural hydrology will improve urban water retention, reduce runoff, and enhance ecological and community resilience.
6. **Scalable, Innovation, Transferability:** This project addresses 487 acres of watershed, draining over 15% of the Charleston Peninsula. Its integrated approach to habitat restoration, stormwater retrofit, and public access in a highly urbanized corridor serves as a replicable model for coastal cities facing similar challenges. Early-phase design and planning will establish a roadmap for scalable implementation across the region.
7. **Expected Deliverables and Results:** By the end of the planning grant, the City will complete:
 - Site selection and evaluation of restoration alternatives
 - Stakeholder and public engagement
 - Baseline ecological and hydrologic data collection
 - Cost-benefit analysis and risk reduction evaluation
 - Preliminary project designs (30–60%)
 - Coordination with permitting agencies
8. **Long-Term Utility and Sustainability:** The project will inform future investments in nature-based resilience strategies and stormwater retrofits. Final designs will feed directly into shovel-ready implementation. Project data will support long-term creek monitoring, performance tracking, and integration into broader watershed management.
9. **Key Partners & Stakeholders:** The City would need to assemble a focused partner and stakeholder group for the project during the site assessment phase. The City has preliminarily coordinated with SCDOT, landowner and permitting agency, SCDNR, ecological expertise and permitting agency. The City has received support from SC Ports, adjacent landowner, Biohabitats, environmental engineering firm, Charleston Housing Authority, SC Aquarium, Charleston Chamber of Commerce, Lowcountry Lowline, US Fish and Wildlife Service, Clemson Design Center as well as numerous community-based organizations such as Charleston Waterkeeper, MARSH Project, Coastal Conservation League, Charleston Climate Coalition, and Keep Charleston Beautiful.

10. **Community Engagement:** The project serves Charleston's East Side and East Central neighborhoods – historically low-income communities with high social-economic vulnerability. Community engagement will include public meetings, design workshops, and field events.
11. **Key Community Indicators:** 45% African-American/Black population (census tract 24), ~\$30,000 median household income, and high rates of flood exposure and limited green space access.
12. **Community Benefits:**
 - Reduced flood risk to homes, roads, and utilities
 - Expanded park space, trails, and Lowline connectivity
 - Improved drainage and stormwater treatment
 - Improved water quality and public health
 - Job creation during construction and long-term maintenance
13. **Fish & Wildlife Benefits:**
 - Restore saltmarsh to improve habitat for 27 fish species, including blue crab, southern flounder, penaeid shrimp, and American eel
 - Improve water quality by reducing untreated runoff
 - Reestablish tidal exchange and hydrologic connectivity
 - Remove fill and reconnect fragmented creek segments
 - Restore native vegetation and enhance aquatic and terrestrial biodiversity
14. **Other:** N/A
15. **Other Uploads:** N/A
16. **Other NFWF Applications:** None.



INSTRUCTIONS

Save this template to your computer and complete the narrative for the stage you are in your application process (pre-proposal or full proposal) in the format provided. Please retain the headings in bold in the narrative templates below, you may delete these instructions and the bulleted prompts below the headings. Please use 11 pt font, single spaced, 1-inch margins, and only blue or black font.

Pre-Proposal Instructions: At the Pre-Proposal stage, complete the Pre-Proposal Narrative template ONLY (Part I, Questions 1-16). If you are invited to submit a full proposal, you will be able to edit and expand on your pre-proposal narrative so MAKE SURE YOU SAVE your responses in a place you can find later. The page limit for the pre-proposal narrative is (2) pages. You may delete these instructions and prompt questions but please retain the numbering, if the questions do not apply you may put "N/A". Upload your completed proposal narrative into your Easygrants application as instructed.

Full Proposals Instructions: Full Proposals are by Invitation Only. ONLY complete Part II of this template, if you have received an email from easygrants@nfwf.org inviting you to submit a full proposal. In your full proposal submission, you MUST include your responses to the Pre-Proposal section (Part I, Questions 1-16) and you may edit and expand on your pre-proposal answers. You MUST also include responses to the Full Proposal section (Part II, Questions A-F), below. The page limit for the upload at the full proposal stage is (8) pages. Please retain the headings in bold, but you may delete these instructions and the bulleted prompts. Upload your completed proposal narrative into your Easygrants application as instructed.

Nature-based Solutions Type

For the question below in Part I, use this chart to help pick the nature-based solution(s) (NbS) that best aligns with your proposal. If you have questions about which categories your proposal fits under, please contact the NCRF programs team (NCRF@nfwf.org) to discuss.

NbS Type	Description
Community Resilience Planning	Supporting localities to reduce risk from coastal hazards by identifying threat, engaging communities, setting priorities and designing interventions to manage risks for their prevailing coastal hazards. For <i>Capacity Building and Planning</i> projects only.
Floodplain Restoration	Restoring river floodplain habitats by allowing them to be inundated by flood waters, thereby improving their capacity for water retention, promoting wildlife, and mitigating floods
Aquatic Connectivity	Improving flows in river or estuarine systems by removing or replacing barriers such as dams or culverts, mitigating floods and often improving aquatic organism passage
Stream Restoration	Stream activities that restore riparian, stream bank and in-stream habitat to improve conditions for freshwater organisms and mitigate flooding
Beach, Dune, Barrier Island Restoration	Adding sand to beaches, reshaping dunes, planting beach/dune vegetation, or installing sand-trapping features such as sand fences to improve the beach/dune system's ability to act as a barrier to storm surge and wave energy
Coral Reef Restoration	Approaches that restore coral reef habitat and/or improve a coral reef's ecological function and ability to mitigate wave energy and erosion
Oyster Reef Restoration	Creating or restoring oyster reefs using natural and/or artificial materials to increase oyster populations, creating habitat for other wildlife, and mitigating wave energy and erosion. Distinguished from living shoreline in that this type doesn't include fill and vegetative planting, and is typically not a shore-parallel linear feature.



NFWF

Marine or Aquatic Habitat Restoration (Other)	Catchall category for marine or aquatic habitat restoration that is not concerned with coral reefs or oyster reefs, such as seagrass, kelp, rocky reef, and/or other bivalve restoration.
Living Shoreline	A shore-parallel linear feature that mitigates wave energy and erosion using a combination of natural elements including plants, shellfish, fill material, and hard structures.
Marsh Restoration	Restoring hydrology, marsh dynamics, sedimentation, elevation, or vegetative cover to a marsh to improve marsh ecological function and mitigate wave energy, flooding, and erosion
Mangrove Restoration	Improving mangrove habitat to benefit wildlife and mitigate wave energy, flooding, and erosion
Coastal Forest Restoration	Improving coastal forest habitat (not including mangroves) to benefit wildlife; mitigate flooding, erosion, or wave energy; and reduce land-based sources of pollution that degrade nearshore habitats important for flood risk reduction (e.g., coral reefs)
Nature-based Stormwater Infrastructure	Integrating natural habitats into developed environments to mitigate flooding, poor water quality, urban heat islands, and biodiversity loss
Other	Catchall category for restoration that does not fit into another NbS type.



NCRF PRE-PROPOSAL – Narrative Template

PART I – PROJECT OVERVIEW

Project Category: From the drop down, select the category of activity in the Request for Proposals that will be addressed by your proposal. Select Project Category

Nature-based Solution: From the list below, select the NbS that best aligns with your proposal (click on the box next to the NbS type). You may select multiple NbS types if your proposal addresses multiple activities. Further information on selecting an NbS type can be found in the instructions above. For **Community Capacity Building and Planning projects**, you may select 'Community Resilience Planning' and another NbS type if it applies. If you are exploring multiple solutions, ***please do not select all NbS types***. You may delete unselected options to conserve space.

- | | |
|--|--|
| <input type="checkbox"/> Community Resilience/Risk Reduction Planning
<input type="checkbox"/> Floodplain Restoration
<input type="checkbox"/> Aquatic Connectivity
<input type="checkbox"/> Stream Restoration
<input type="checkbox"/> Beach, Dune, Barrier Island Restoration
<input type="checkbox"/> Living Shoreline
<input type="checkbox"/> Coral Reef Restoration | <input type="checkbox"/> Oyster Reef Restoration
<input type="checkbox"/> Marine/Aquatic Habitat Restoration (Other)
<input type="checkbox"/> Marsh Restoration
<input type="checkbox"/> Mangrove Restoration
<input type="checkbox"/> Coastal Forest Restoration
<input type="checkbox"/> Nature-based Stormwater Infrastructure
<input type="checkbox"/> Other _____ |
|--|--|

1. What are the coastal hazard risks are you looking to mitigate through your project? Include specific community and ecological assets (e.g., critical utilities, populations, critical habitat and wildlife) that will be impacted.
2. How does the proposed project integrate with past and planned future risk reduction activities in the area? Include any relevant actions and/or events leading up to this point that prioritize the proposed actions, such as existing risk reduction plans or assessments done at the project location.
3. For ***pipeline projects ONLY*** (previous stages of work funded through a NCRF grant): Provide the 5-digit Easygrants ID number of the previously funded NFWF project. What specific work was funded under the previous NCRF grant, when was the project activated, and how does this proposed work advance or build upon the previous project?
4. For ***Restoration Implementation projects ONLY***: Do you have 90% final designs and permits submitted? When do you expect to complete 100% design and finalize all permits? What is the estimated date to start construction? If you do not have permits submitted, what is your design status and when do you expect final designs and permits in hand?
5. Please describe the nature-based solution(s) (NbS) that will address the challenges mentioned in question 1 and how it will advance coastal security? Describe how the NbS is suited to the project area.
6. Explain the scale at which you are implementing the project. How is the project scalable, transferable, and/or innovative?
7. What are the expected deliverables and results at the proposed end date of the project?
8. What is the expected long-term utility and sustainability of the project? (i.e., implications for informing future planning, management, and restoration activities).



9. Who are the key partners or stakeholders working on the project or involved in implementation? What is their contribution to the project? (e.g., organizations, agencies, landowners, community groups)
10. What community(ies) was or will be engaged in project development or implementation where the project will take place (beyond the project partners)? And how will they or were they engaged?
11. What are the key indicators of the engaged community(ies)? For key indicators you can use the following sources: [Explore US Census Data](#), the [U.S. Census Quick Facts Page](#), and the [American Community Survey](#) as well as state data sources etc.
12. What are the anticipated community benefits (either direct for *Restoration Implementation* projects or projected from planning and design projects) from the proposed activities in terms of reducing community exposure to existing and future coastal hazards? Be as specific as possible about benefits to people, properties, and infrastructure assets.
13. What are the anticipated fish and wildlife benefits (either direct for *Restoration Implementation* projects or projected from planning and design projects) from the proposed activities in terms of enhanced habitat? Be as specific as possible about the benefits to fish and wildlife species and their habitat.
14. **Other:** Provide any further information you think is important for the review of this proposal.
15. **Other Uploads –**
 - i. Proposals seeking funding for **Equipment OR** funding from the **Department of Defense** **MUST** complete an additional one-page upload, see special upload narrative template [here](#).
16. **Other NFWF Applications:** Are you applying to any other NFWF programs to support this same project? If yes, please list the NFWF program(s) (e.g. Long Island Sound Futures Fund, Sustain Our Great Lakes, etc.) and the 5-digit Easygrants ID number.

NCRF FULL PROPOSAL – Narrative Template

Full Proposals are by Invitation Only.

ONLY complete Part II of this template, if you have received an email from easygrants@nfwf.org inviting you to submit a full proposal.

PART II – SCOPE OF WORK

- A. **Methods and Activities:**
 - List the main activities that will be implemented through the project with distinct headings, elaborate on the methodologies that will be used and deliverables that will be produced to achieve the project's goals. For each activity, please provide an estimated percentage of the budget that will be dedicated to that activity (e.g., community engagement, 10%; wetland restoration 25%, monitoring 5%).
 - Please refer to the RFP and describe how the proposed activities address the program priorities, requested information for the project pipeline category selected, and evaluation criteria (e.g., sustainability and transferability).
- B. **Implementation Timeline and Milestones:**
 - Provide a detailed project timeline with milestones and expected progress for each activity supported with requested funds and match within the grant period. For *Restoration Implementation* projects,



describe the status of final designs and permitting and provide a comprehensive project schedule with dates describing all activities from start of the award, start of construction, start of monitoring, and project completion.

C. Monitoring Project Impact:

- Beyond the required NFWF metrics explain how the project will be evaluated for success in achieving outcomes.

D. Project Team & Partners:

- List the organizations and key personnel that will be primarily responsible for implementing the project and describe their qualifications and track record of success relevant to implementing the work. *For projects applying for DOD funding, it is highly encouraged to include installation personnel as part of the project team.*

E. Other (Optional):

- Provide any further important information for the review of this proposal and that demonstrates how the proposal addresses the evaluation criteria included in the RFP.
- If you received specific feedback on your pre-proposal, please directly address those comments here.

F. Uploads & Descriptions:

- *Photos:* Via the Uploads section of the proposal, please include 1-3 photos of the project location or activities. In the table below provide the file name, a photo credit and suggested caption or description. *Example — Photo1_ErodedShoreline.jpg, John Smith, NFWF. Photo of the current eroded area to be addressed by plantings.*
- *Designs & Engineering Documents:* For **Final Design and Permitting** and **Restoration Implementation** projects, upload (final) designs and any other supporting documents that demonstrate that the project is ready to move to final design or commence construction within one-year of the award date respectively. Use the table below to provide the file name, credit and brief description of the document.

File Name	Credit	Description

I3.)

City of Charleston
Construction Change Order

PROJECT: 241724
(NUMBER)

LOW BATTERY RESTORATION PROJECT PHASE IV
(PROJECT NAME)

CONTRACTOR: GULF STREAM CONSTRUCTION COMPANY, INC. CHANGE ORDER NO.: 10

1. Description of the Change Order:

Muck and fill of unsuitable soils found in the drive aisle on Murray Blvd. Soils determined unsuitable by Geotech.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$ 86,000.00
Change by Previously Approved Change Orders	\$ 21,150,340.36
Contract Amount prior to this Change Order	\$ 21,236,340.36
Amount of this Change Order	\$ 200,461.32
New Contract Amount, including this Change Order	\$ 21,436,801.68

3. Adjustments In Contract Time:

Original Date for Substantial Completion.....	N/A
Change in Days by Previously Approved Change Orders	551 Days
Change in Days for this Change Order	0 Days
New Date for Substantial Completion	July 31, 2025

4. Amount of this Change Order performed by MWBE..... \$ _____

Johnson, Mirmiran & Thompson,
Inc.
Architect/ Engineer

235 Magrath Darby Blvd. Suite 275
Mt. Pleasant, SC 29464
Address

Signature

By: Ryan Mattie

Date: 6/25/25

Gulf Stream Construction Company,
Inc.
Contractor

1983 Technology Drive
Charleston, SC 29492
Address

Signature

By: Pierce Parlier

Date: 6/24/25

City of Charleston
Owner

80 Broad Street
Charleston, SC 29401
Address

Signature

By: William S. Cogswell Jr.

Date: _____



1983 Technology Drive • Charleston, SC 29492

(843) 572-4363 • Fax (843) 572-9609

www.gulfstreamconstruction.com

To:	City Of Charleston	Contact:	Frank Newham
Address:	823 Meeting Street Charleston, SC 29403 USA	Phone:	(843) 720-1983
Project Name:	Low Battery Phase IV	Bid Number:	23-P029R
Project Location:	Murray Boulevard And East Battery Street, Charleston, SC	Bid Date:	3/17/2025

Change Order Request 10 - Muck and Fill

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Muck Unsuitable Soils Total	837.85	CY	\$82.64	\$69,239.92
110	Fill Total	1.00	LS	\$112,997.64	\$112,997.64
120	Overhead & Profit Total	1.00	LS	\$18,223.76	\$18,223.76

Total Bid Price: **\$200,461.32**

Notes:

- Price includes muck and fill of areas shown, attached in accordance with recommendations made by SCI.
- Price is based on actuals as measured by JMT. Invoices for mucking, fill, and stone are not yet available.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Gulf Stream Construction Company Inc Authorized Signature: _____ Estimator: Pierce T. Parlier, PE 843-572-4363 pparlier@gulfstreamconstruction.com
--	--

**Low Battery Phase IV Mucking
#57 Stone Tracking**

Date Qty (tons)

05.28.2025	20.85
05.28.2025	21.16
05.28.2025	21.06
05.28.2025	20.89
05.28.2025	22.14
05.29.2025	21.73
05.29.2025	21.35
05.29.2025	22.17
05.29.2025	23.39
05.29.2025	21.86
05.29.2025	21.13
05.29.2025	21.46
05.29.2025	21.57
05.29.2025	22.69
06.03.2025	21.71
06.03.2025	21.13
06.03.2025	21.69
06.04.2025	20.35
06.04.2025	21.25
06.04.2025	20.01
06.05.2025	21
06.05.2025	21.33
06.06.2025	19.48
06.06.2025	18.5
06.06.2025	19.63
06.10.2025	22.45
06.10.2025	22.06

TOTAL 574.04

Mucking Dimensions

Length (ft)	Width (ft)	Depth (ft)	Volume (c. ft)	Volume (c. yd)
11	8.9167	4	392.3348	14.53091852
158	15.2167	4	9616.9544	356.1834963
11	8.9167	4	392.3348	14.53091852
163	9.417	4	6139.884	227.4031111
80	7.583	4	2426.56	89.87259259
97	9.417	4	3653.796	135.3257778
TOTAL			22621.864	837.8468148

Dirt Replacement Dimensions

Length (ft)	Width (ft)	Depth (ft)	Volume (c. ft)	Volume (c. yd)
11	8.9167	1.5	147.12555	5.449094444
158	15.2167	1.5	3606.3579	133.5688111
11	8.9167	1.5	147.12555	5.449094444
163	9.417	1.5	2302.4565	85.27616667
80	7.583	1.5	909.96	33.70222222
97	9.417	1.5	1370.1735	50.74716667
TOTAL			8483.199	314.1925556



1983 Technology Drive • Charleston, SC 29492

(843) 572-4363 • Fax (843) 572-9609

www.gulfstreamconstruction.com

Work Order

Project Name:	Low Battery Phase IV	Customer:	City Of Charleston
Job Number:	241724. Bid Number:	Billing Address:	823 Meeting Street Charleston, SC 29403 USA
Bid As:	Construction Manager At-Risk CMAR	Phone:	(843) 720-1983
Estimator:	Pierce T. Parlier, PE	Contact:	Frank Newham
Project Address:	Murray Boulevard And East Battery Street, Charleston, SC		
Completion Date:			

Change Order: COR 10 - Muck And Fill

Pay Items

	Description	Job Cost ID	Task JC ID	Quantity	UM
D	100 - Muck Unsuitable Soils Total			837.85	CY
D	D Crew - Muck Unsuitable Soils			1,089.21	LCY
	M Mucking Crew -STR (20.00 LCY/PH, 6.05 DY, 9.00 HR/DY)			1,089.21	LCY
D	D Hauling - Muck			1,089.21	LCY
D	D Disposal - Muck			1,089.21	LCY
D	110 - Fill Total			1.00	LS
D	D Fabric			747.99	SY
D	D Crew - Geofabric			1,608.18	SY
	M Geogrid Crew (37.27 SY/PH, 4.79 DY, 9.00 HR/DY)			1,608.18	SY
D	D Material - Geofabric			1,869.98	SY
D	D Material - Misc			1.00	LS
D	D Fill			314.19	CY
D	D Crew - Import Fill			408.45	LCY
	M Backfill Foundation (20.00 CY/PH, 2.27 DY, 9.00 HR/DY)			408.45	CY
D	D Material - Fill			408.45	LCY
D	D Hauling - Fill			408.45	LCY
D	D Stone			574.04	TON
D	D Crew - #57 Stone			574.04	TON
	M Install Stone Base (20.00 TON/PH, 3.19 DY, 9.00 HR/DY)			574.04	TON
D	D Material - #57 Stone			574.04	TON
D	D Hauling - #57 Stone			574.04	TON
D	120 - Overhead & Profit Total			1.00	LS

CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES - NO ADVERTISED SOLICITATION

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

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

and the Consultant:
 Thomas & Hutton Engineering Co.
 682 Johnnie Dodds Blvd., Ste. 100
 Mt. Pleasant, SC 29464
 SC Professional License No. C00285

Hagood Avenue Improvement Plan
(City's Project Name)

Background

- A. The Consultant submitted a proposal to perform the professional services (attached as Exhibit A) needed to complete the City's Project, and the Owner accepted the Consultant's Proposal.
- B. The professional services required is "the Work."
- C. The Consultant has represented to the Owner that it is prepared and qualified to provide the Work to complete the Project.

Agreement

- A. **Terms and Conditions.** The Work will be performed in accordance with this page and the Terms and Conditions in this Contract, which follow this page.
- B. **Compensation.** Work shall be performed and payments for acceptable work shall be made in accordance with the following, as further set forth in Article 3 and Exhibit B:

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

<input checked="" type="checkbox"/> Lump Sum for Survey Phase; Master Planning Phase;	\$ 180,225.00
<input checked="" type="checkbox"/> Environmental Phase; & Design Phase	\$ 180,225.00
<input checked="" type="checkbox"/> Time for General Consulting Phase	
<input checked="" type="checkbox"/> Labor Not-to-Exceed	\$ 15,000.00
<input checked="" type="checkbox"/> Expenses reimbursed at actual cost <input type="checkbox"/> plus 10%	
<input checked="" type="checkbox"/> Expenses Not to Exceed	\$ 3,500.00
TOTAL:	\$ 198,725.00

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

City of Charleston

By: _____
 William S. Cogswell, Jr., Mayor
 Amy Wharton, CFO
 Matthew Frohlich, Deputy CFO

Date Signed: _____, 2025

Consultant

By: _____
 Signature
 Tony Woody, PE
 Vice Principal/Civil Manager

Date Signed: _____, 2025

TERMS AND CONDITIONS

CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES – NO ADVERTISED SOLICITATION

ARTICLE 1 - GENERALLY

- A. The Work** means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Consultant to fulfill the Consultant's obligations.
- B. The Contract** consists of the following Contract Documents, all of which are fully incorporated into this Contract whether or not attached to this Contract as an exhibit, and Consultant has received a copy of each of these documents:
1. A fully executed Contract for Professional Services – No Advertised Written Solicitation, which includes the Terms and Conditions;
 2. Consultant's Proposal; and
 3. All Change Orders and Change Directives
- C. Conflict between Contract Documents.** If any provision in the Contract Documents is inconsistent or in conflict with the other, the following order shall prevail: (1) this Contract, (2) the most recent Change Orders or Change Directives; (3) Consultant's Proposal; (4) Consultant's Fee Schedule.
- D. All Exhibits and any modifications either to the Exhibits or this Agreement are incorporated into this Contract, except that all terms and conditions in the Consultant's Proposal or Fee Schedule are void unless specifically listed as follows:**
1. or N/A

ARTICLE 2 - SCOPE OF SERVICES; TIME FOR PERFORMANCE

- A. Scope of Services.** The Consultant will perform the Work required to complete the Project according to the Contract Documents.
- B. Contract Term**
1. The initial term of this Contract begins on the effective date.
 2. The termination date of this Contract will be the later of date of final payment or Date of Final Completion except that Articles 7, 11, and 12 survive termination of this Contract.
- C. Time For Performance**
1. The Consultant must begin the Work upon the Effective Date; and
 2. Date of Final Completion: The Consultant must complete the Scope of Services within 180 of the Effective Date days of a certain milestone, unless extended in writing by the City.

ARTICLE 3 -CONSIDERATION AND PAYMENTS

- A.** The Consultant agrees to provide the Work to the Owner for the Compensation as set forth on page 1 of this Contract. The Consultant shall be entitled to additional compensation for work done beyond the Scope of Services if approved in advance in writing by the Owner.

TERMS AND CONDITIONS

CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES - NO ADVERTISED SOLICITATION

- B.** The Owner shall make payments to the Consultant for undisputed Work in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C.** The Consultant shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- D.** If applicable, the Consultant's request for payment under a TIME AND EXPENSE contract shall be based on actual hours worked during the billing period, using the approved the Consultant's Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 of this Contract.
- E.** Payment under a FLAT FEE OR LUMP SUM contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the Consultant's services shall be submitted to the City at the completion of the Work and after the City's acceptance of the Work in its entirety.
- F.** All requests for payment shall be submitted in the form and manner required by the Owner and shall be accompanied by appropriate supporting documentation.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

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

TERMS AND CONDITIONS

CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES – NO ADVERTISED SOLICITATION

- F.** The Consultant shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, the Consultant shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
- G.** The Consultant will cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - ADDITIONAL CONSULTANTS

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

ARTICLE 7 - LIMITATIONS OF RESPONSIBILITY and INDEMNITY

- A.** The Consultant shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not hired by the Consultant, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B.** The Consultant shall indemnify and hold the Owner, council members, and employees harmless from claims, liability, losses, and causes of action, including the cost and fees of

TERMS AND CONDITIONS

CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES - NO ADVERTISED SOLICITATION

defense of any action, arising out of any willful or negligent act, error, or omission of the Consultant, including those parties contracted by the Consultant as subcontractors, incidental to the performance of the Services under this Agreement. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

- C.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant. To the fullest extent permitted by law, and notwithstanding 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 Owner and anyone claiming by or through Owner (including, but not limited to construction contractors and subcontractors), for any and all claims, losses, costs, or damages, including reasonable 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 \$500,000 or Consultant's fee for services rendered under this contract, whichever is greater. 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.

- D. Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Owner nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall 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 shall include, 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.

E. Errors and Omissions

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

ARTICLE 8 - DOCUMENTS

- A.** At the completion of the project, the Consultant shall provide the Owner with all contract documents, electronically, on a computer disk or thumb drive. Specifications shall be in

TERMS AND CONDITIONS

CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES - NO ADVERTISED SOLICITATION

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

ARTICLE 9 - DISPUTE RESOLUTION

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

ARTICLE 10 - SUSPENSION AND TERMINATION

- A.** The Owner may direct the Consultant to suspend performance under this Contract at any time.
- B.** The Consultant may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Consultant as required by the terms of this Contract. Prior to the suspension of performance, the Consultant shall give written notice to the Owner and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the Consultant.

TERMS AND CONDITIONS

CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES - NO ADVERTISED SOLICITATION

- C.** If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the Consultant, the Consultant's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the Consultant, the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in resuming the Consultant's services and the time schedules for the remaining services shall be equitably adjusted.
- D.** The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days' written notice to the Consultant.
- E.** If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 11 - INSURANCE

- A.** The Consultant shall purchase and maintain the following insurances with a current Best's rating of A-, VII, or better to protect against claims that may arise out of the Consultant's operations under the Work of this Contract. The limits shall be written on an occurrence basis and must be in force for the duration of the Contract or longer. The Consultant is responsible for any deductibles or self-insured retentions. Insurances required include:
1. Commercial General Liability (using form CG 00 01 04 13 or equivalent)
 2. Business Automobile Liability (using form CA 00 01 11 20 or equivalent)
 3. Workers Compensation and Employer's Liability; and
 4. Professional Liability – coverage must continue for a minimum of one year after Substantial Completion of the Project.
- B.** The Consultant's Commercial General Liability Insurance shall include at a minimum the following provisions:
1. Premises - Operations;
 2. Independent Contractor's Protective;
 3. Products and Completed Operations;
 4. Personal and Advertising Injury;
 5. Contractual Liability;
 6. Broad Form Property Damage, including Completed Operations; and
 7. Non-Owned and Hired Vehicles (if not covered by a Business Auto Liability policy).

TERMS AND CONDITIONS**CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES - NO ADVERTISED SOLICITATION**

- C.** The insurance required by this Article shall be written for not less than the following limits unless higher limits are required by law or other provisions in the Contract:

Coverage	Minimum Limits
Commercial General Liability:	
General Aggregate (per project)	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage	\$ 50,000
Medical Expense (any one person)	\$ 5,000
Business Auto Liability (including all owned, non-owned, and hired vehicles):	
Combined Single Limit	\$ 1,000,000
-OR-	
Bodily Injury & Property Damage (each)	\$ 1,000,000
Workers Compensation	
State	Statutory
Employer's Liability	\$ 100,000 Per Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee
Professional Liability	
Per Claim	\$ 1,000,000
Aggregate	\$ 2,000,000

- D.** Any general aggregate limit on the commercial general liability insurance policy shall be applicable on a 'per project' basis, which shall be indicated on the certificate of insurance or confirmed via an attached policy endorsement.
- E.** Consultant and its insurers shall name the Owner and Owner's employees, officials, and volunteers as additional insureds on the Commercial General Liability and Automobile Liability policies on a primary and non-contributory basis. Owner and Owner's employees, officials and volunteers shall also benefit from a waiver of subrogation from the Consultant and the Consultant's insurers with regard to any claim covered by the Consultant's insurance.
- F.** Each policy must contain a provision or endorsement that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice (10 days for non-payment) has been given to the Owner.
- G. Proof of Insurance.**
1. Consultant must, prior to starting any work, provide a certificate of insurance in the form of the latest edition of the ACORD 25 evidencing the above-required insurance coverages, limits, and terms with the Owner listed as the Certificate holder. The City of

TERMS AND CONDITIONS

CITY OF CHARLESTON CONTRACT FOR PROFESSIONAL SERVICES - NO ADVERTISED SOLICITATION

Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

2. In no event shall any failure of the Owner to receive certificates of insurance as required above, be construed as a waiver by the Owner of the Consultant's obligations to obtain and maintain insurance pursuant to this Article.
3. Cancellation of insurance without providing proof of compliant replacement insurance shall be grounds for the immediate termination of the Contract.
4. Required certificates should be mailed to:

City of Charleston
Executive Department
ATTN: Josh Martin
80 Broad St., Charleston, SC 29401

ARTICLE 12 - MISCELLANEOUS PROVISIONS

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

Exhibit A

CONSULTANT'S PROPOSAL

CONSULTANT'S PROPOSAL ON FOLLOWING PAGES

Exhibit B

FEE SCHEDULE

<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

FEE SCHEDULE CONTINUES ON NEXT PAGE



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:

2025 CONSULTING SERVICES RATE SHEET

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 120.00	Consultant	Consultant	Consultant	Senior Manager	Consultant	Senior Manager
\$ 290.00	Senior Manager	Senior Manager Survey Party (3-Man)	Senior Manager	GIS Manager V	Senior Manager	Senior Manager
\$ 265.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V	Senior Application Developer I/IV Software/Computer Consultant IV	Senior Application Developer I/IV Software/Computer Consultant IV
\$ 240.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV	Senior Application Developer II/III Software/Computer Consultant III	Senior Application Developer II/III Software/Computer Consultant III
\$ 230.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III	Senior Application Developer II/III Software/Computer Consultant II	Senior Application Developer II/III Software/Computer Consultant II
\$ 215.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II Field Representative V	Construction Administrator II Field Representative V
\$ 200.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I Field Representative IV	Construction Administrator I Field Representative IV
\$ 180.00	Designer IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative IV	Application Developer IV
\$ 170.00	Designer III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative III	Application Developer III Permit Coordinator III
\$ 160.00	Designer II	Staff Surveyor III Survey Party (1-Man)	Landscape Designer II	GIS Analyst II	Field Representative II	Application Developer II Permit Coordinator II, Admin IV
\$ 145.00	Designer I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Application Developer I Permit Coordinator I	Application Developer I Permit Coordinator I
\$ 125.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative I	Admin III
\$ 115.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II	Field Representative I	Admin II
\$ 110.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin II
\$ 105.00						Admin I
\$ 100.00						Admin I
\$ 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 (reimbursable) 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, reproductions, 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.

**LETTER AGREEMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND CITY OF CHARLESTON (CLIENT)
HAGOOD AVENUE IMPROVEMENT PROJECT
SCOPE OF SERVICES**

JUNE 30, 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) and federal environmental justice program, and climate adaptation funding sources in the Inflation Reduction Act as are applicable at the time.

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 Gadsen 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 the stretch of Hagood Avenue between Spring Street and Fishburne Street and create a vision for the area surrounding Gadsden Creek. As part of this Phase, three (3) options that comply with the USACE permit, present potential for nature based solutions, and prevent residents from encountering contaminated water will be prepared. These options 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

L
CONSULTANT'S INITIALS

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

L CONSULTANT'S INITIALS

**LETTER AGREEMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND CITY OF CHARLESTON (CLIENT)
HAGOOD AVENUE IMPROVEMENT PROJECT
SCOPE OF SERVICES**

JUNE 30, 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

**LETTER AGREEMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND CITY OF CHARLESTON (CLIENT)
HAGOOD AVENUE IMPROVEMENT PROJECT
SCOPE OF SERVICES**

JUNE 30, 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%

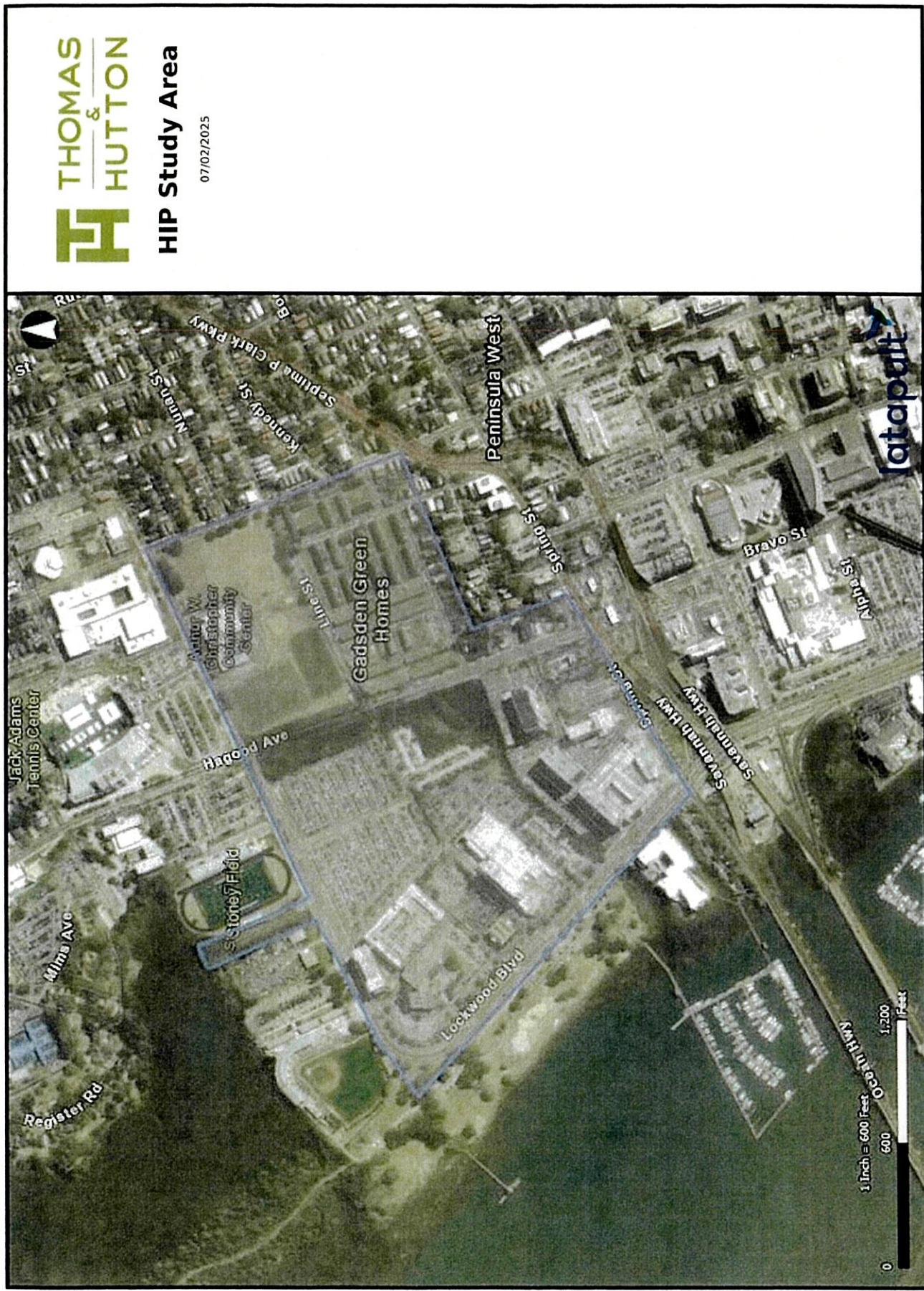
These items can be coordinated or provided, if requested by the Client in writing.

2. PERIODS OF SERVICE

Shall be mutually agreeable to the Client and Consultant.

 CLIENT'S INITIALS

 CONSULTANT'S INITIALS



This map was created using Latitude | www.telappliant.com | Bigger Data Faster Maps Stronger Decisions