

Exhibit A

Summary

In summary, the As-built crest elevation of the trip wall will serve as the baseline for monitoring settlement at the designated SMPs. If monitoring shows 3 inches of settlement from the baseline, corrective repair or remediation action may be taken to return the wall crest to its original As-built/baseline elevation.

I, _____, a Notary Public for the State of South Carolina, do hereby certify that _____, personally appeared before me this _____ day of _____, 2025, and acknowledged the execution of the foregoing instrument as his/her act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(Signature of Notary Public)
Notary Public for South Carolina
My Commission Expires: _____
(Seal)

CITY OF CHARLESTON

By: _____

Print: _____

Its: _____

Date: _____

WITNESS:

By: _____

Print: _____

Attachment A
Subrecipient Agreement between CITY and SCDNR

Attachment B
Contract between OWNER and CONTRACTOR

Attachment C
FEMA Model Deed Restriction

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT

I, _____, a Notary Public for the State of South Carolina, do hereby certify that _____, personally appeared before me this ____ day of _____, 2025, and acknowledged the execution of the foregoing instrument as his/her act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(Signature of Notary Public)
Notary Public for South Carolina
My Commission Expires: _____
(Seal)

CITY OF CHARLESTON

By: _____

Print: _____

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E. The aggregate limits of the insurance shall apply, in total for this Agreement. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

F. The City shall be listed as the certificate holder on all Liability Insurance required herein.

G. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the City prior to commencement of any Work. In addition to Certificates of Insurance, the Contractor and any subcontractors shall supply a written endorsement to the Contractor's and any subcontractor's general liability insurance policy that names the City as an additional insured. The endorsement shall provide that the Contractor's and any subcontractor's liability insurance policy shall be primary, and that any liability insurance of the City shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City.

H. In no event shall any failure of the City to receive certified copies or certificates of policies required under this Exhibit or to demand receipt of such certified copies or certificates prior to the commencement of any Work be construed as a waiver by the City of the Contractor's or Subcontractor's obligations to obtain insurance pursuant to this Exhibit. The obligation to procure and maintain any insurance required by this Agreement is a separate responsibility of the Contractor and any sub-contractors and shall be independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of this Agreement.

I. All Contractors and Subcontractors employed by OWNER and any subcontractors employed by the Contractor shall indemnify and save harmless the City and the City's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractors or Subcontractors, their agents, subcontractors, or employees in the execution of the Services under this Agreement. When the City submits notice, the Contractors and/or Subcontractors shall promptly defend any aforementioned action at no cost to the City. This obligation shall survive the suspension or termination of this Agreement. 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.