

I'On Assembly
Board of Trustees Meeting
Monday April 20, 2020
Board Meeting 6:00 P.M.
Conference Room, 159 Civitas St
Mt. Pleasant, SC

AGENDA

- Homeowner Forum
- Call to Order
- Approval of Minutes:
 - March 16, 2020 Board Meeting Minutes
- President's Report
- Treasurer Report
 - VOTE on 2020 Reserve/Capital Budget
 - VOTE on Attorney for Collections
 - Insurance Bidding has begun
- Amenities Report
- Infrastructure/Landscape Report
 - Reserve Study has begun
 - VOTE on ROW Tree Trim Policy
 - VOTE on Patience Park Renovation
 - i. Curb Work- Seaman Whiteside Bid
- Covenants Report
- IDC Report
- Communications Report
- Secretary Report
- Adjournment

I'On Assembly Board of Trustees Meeting

March 16, 2020

Members Present Via Conference Call: Tom O'Brien, Johann von Asten, Trey Mathisen, Chris Colen, Amy Sage, Eric Krawcheck, and Julie Hussey

Members Absent:

Management Company: Jessica Gosnell and Mary Fraser

Homeowner Forum: George Toole, 130 W. Shipyard

Call to Order: 6:02 pm by Tom O'Brien

Approval of Minutes:

Julie motioned to approve the February 17, 2020 I'On Assembly Meeting Minutes. Chris Seconded. All in favor. Motion passed unanimously.

Presidents Report:

Tom stated that there is nothing significant to report on but did state that the meeting with the Creek Club tenants has been postponed due to the recent issues with COVID-19.

Treasurer Report:

Johann first stated that he will present the reserve budget to the Board at the April Board meeting for the team to review. He mentioned that the landscape and infrastructure committee still needed to finalize reserve study items they would like to see done in 2020 in order to finalize the reserve budget numbers.

He mentioned that there are no variances to report at this time due to it being the beginning of the year.

He also reported that 14 residents have yet to pay their 2020 annual assessment but is confident that this number will go down.

Next, Johann reviewed the interest allocation policy that was drafted. He stated that this policy would be in place to give instruction on how to allocate excess interest earned to fund capital projects once the replacement reserves are fully funded any given year. He noted that it gives the Board the option to use the interest we earn towards capital projects when the replacement reserves are fully

funded. It is something that would be reviewed annually by the Board as it will differ each year depending on transfer fees and interest rates.

Julie made a motion to approve the interest allocation policy as written. Amy Seconded. All in favor. Motion passed unanimously.

Lastly, Johann went on to discuss the upcoming reserve study. It was noted that we set aside \$4,858 to update the reserve study this year. Gary Freeman is who we have contracted to update the study. It should be noted that he conducted the first two studies as well. Because Gary conducted the first two studies, Tom feels it will be good to have this uniformity while carrying out this year's study. Jessica also mentioned that any additional items we might add to the study will not add to the price of the quote for the study to be updated.

Amenities Report:

Trey first reported that we are awaiting several bids, including one from Yellowstone, for the Waterfront Enhancement project. He mentioned that we are waiting on the electrical bids for this project as well. It was noted that we have set aside \$45,000 of Capital Funding for this project. Trey hopes to have final quotes for the Board to review at the April Board meeting.

He then reported that the water lines were fixed down at the docks last week.

Lastly, Trey provided an update on the pickle ball court. He stated that he has reached out to another engineer because we have not heard back from the first one. A resident that Trey knows well is a retired engineer who has offered to assist with the pickle ball court plans. Trey mentioned that this resident has built courts in multiple communities in the past. He stated that after walking the prospected areas with the engineer, he thinks a pickle ball court would fit nicely between Eastlake and the corner of Mathis Ferry Road. He stated that the dimensions of the pickle ball court would be similar to the sports court. He also stated that this resident is willing to go through the bidding and permitting process and stated that he has a strong relationship with the Town of Mt. Pleasant as well as Earthsource Engineering, which is a huge plus! Johann responded that we do not have it in the budget to install a pickle ball court this year, which Trey and the rest of the Board are aware of. It was also noted that we will also wait to see what the survey results are before we make any decision on this project for the future. Trey will get an idea of the cost from the engineer in order to provide the Board with knowledge of pricing.

Landscape and Infrastructure Report:

Amy first gave an update surrounding the status of the Rookery plans. She stated that we have posted the report from Newkirk's Environmental study of the Rookery on the website and will also be sending an eblast of the report and plans of action to the community. The plan is to close the unintended Rookery entrance on Ponsbury with a living fence and landscaping in order to keep a natural appearance to the Rookery, while blocking access to the path so that it can re-vegetate naturally. A living fence will also have to be constructed inside the Rookery by the Weir in order to block the other access to this unintended path. The only access points to the Rookery should be N. Shelmore, Sowell, and Jake's Lane. It should be noted that in the eblast we send, we will state that dogs are not allowed in the Rookery, as this is clearly outlined in the original Rookery Management plan and was noted as an issue in the report. The Board also discussed removing the dog stations that are currently inside the Rookery. Jessica will draft an eblast regarding the Rookery to be sent out next week.

Johann then inquired about the canal path renovation after the vegetation removal surrounding the canals. Jessica responded that she spoke with both The Greenery and Yellowstone regarding the quantity of gravel they each quoted as being necessary for the project. Both of their original quotes were drastically different. Both companies stood by their original quotes, so it was decided to stick with The Greenery as they based their amounts of gravel on what was used when working on the Westlake path.

Amy then reported that Jogging Park renovation has begun; the hardscape has been completed, and they will begin the landscaping renovation this week.

She then reported that the Maybank Green lighting has been installed and noted how good it looks. She said that Boathouse banks look great as well.

In addition, Amy said that the sidewalk and curb repairs are to begin this week, starting on March 18th.

Next, the Board reviewed the bids we received for pressure washing the canal bridges. The idea was to pressure wash the canal bridges to have them look a little better while we wait for the Town to make a decision on repairing the surface. Each of the pressure washing companies relayed how difficult fig vine is to completely remove. They said that pressure washing will likely not give us the result we are really looking for. One company did a test section to show what it

would look like, and while pressure washing does remove some of the mildew and some of the fig vine “feet”, it cannot remove all of the fig vine remnants as the walls will need to be resurfaced. Jessica has been discussing this with the Town and asking them to take responsibility of the repair since the bridges do belong to the Town and they are who required the vegetation removal. Jessica will be following up again with the Town to see if they want us to pressure wash before any stucco repairs are done, or if they want to do it to ensure no significant damage is done to their bridge.

Lastly, Amy reported on the friendship garden being cleaned up. She discussed the possibility of taking out the storage areas and sink and replacing them with benches for this area. They also discussed this area becoming a memorial for Ed Ball. They mentioned that Ed’s family discussed the possibility of donating their carousel to add to the garden area. However, we are waiting to hear back from the church because they also offered the carousel to the orthodox church.

Covenants Committee:

Eric stated that we are waiting for the pollen and leaf dropping to die down before sending too many violation letters on pressure washing and clean up of leaves. He also mentioned that we have removed many of the properties on our violation list over the past two months because of our strict follow up process.

Johann made a motion to approve the fining of the property discussed previously beginning at \$75 per week for pressure washing. Motion Seconded. All in favor. Motion passed unanimously.

IDC Report:

Julie reported that we are working on getting prices for Workman’s Comp for the IDC consultants who do not currently have a professional policy. She stated that at present, there is no real deposit refund policy in place stating a specific timeframe for when a final inspection and deposit refund application should be submitted nor for any consequences if it isn’t submitted shortly after the 12 month mark in which all projects should be completed. Julie stated how many issues Dana has come across with past mistakes and no policies being in place and how much time it is taking Dana in reviewing these as they were never closed out. Felix Ayers is assisting Dana with trying to get good policies in place and organize the Architectural Guidelines so that they are clear and more concise.

Lastly, Julie expressed a high concern for the need to align approvals and submittals with the Town of Mt. Pleasant.

Communications Report:

Chris reported on the 2020 Community Survey which was recently released on March 10th. He stated that as of this morning, we have received 281 responses. We will be sending out a reminder eblast to take the survey on March 18th. The plan is for the survey to close on March 27th and to update the Board with the results from the survey at the April Board meeting. Chris thanked CJ Pelletier for all her hard work in getting the survey together!

He then stated that the team is continuing to discuss opportunities to provide visibility which will hopefully encourage the purchase of our logo items. The plan is to make the items more visible at I'On functions as well as to provide information as part of the Ambassador kits.

Cameron Conway has also informed us that he is going to be relocating to Washington DC. He is willing to continue to assist us on the website remotely while providing assistance to Mary Fraser as needed. We will be looking to fill this vacancy on the committee.

Lastly, Amy brought up a need to communicate the safety of the landscaping crew to the community. She stated that one of the crew members was almost hit by a car and stressed the importance of drivers being aware of their locations when blowing the streets. The idea was raised to order signs or cones to be put up when The Greenery is blowing the streets in order to make drivers more aware of their location. Amy also stressed for residents to let us know when they see people driving recklessly and to provide the management team with the make and model of the car. It was decided to send out an email blast to the community with a reminder about using caution when driving through the community, looking out for the landscaper crew and any/all pedestrians and children that are out and about.

Board of Appeals: No Report

Other Business:

There being no further business to come before the Board of Trustees, the meeting adjourned at 7:17 pm. Next meeting will be held on April 20, 2020.

Respectfully submitted by _____

Chris Colen, Board Secretary

DRAFT

Amenity Report

Pickle ball cost etc.

Dock closure notes and reopen landing.

Purchasing new chain for boat ramp.

B-ball rim broken and repair- order new one.

Recommend new fencing around court area per Mike P old recommendations.

April 2020 Landscaping and Infrastructure Highlights

- The Jogging Park renovation was completed. The only remaining item is mulch installation. Mulch will be installed at the end of April/Beginning of May when the rest of the community is mulched.
- Spring annuals will be installed on May 6th.
- We sent out Rookery communication to the community regarding the closing of the Ponsbury entrance and prohibiting dogs from being in the Rookery. We still have several items to do in order to close off this entrance. (Unfortunately unable to get additional fence quotes for the closure of the Ponsbury entrance due to COVID-19.)
- We still need to add a dog station on Ponsbury by the mailboxes and re-locate the dog station that is at the Sowell Street Rookery Entrance. We are also going to move the Ponsbury entrance sign over to Sowell street entrance as it did not have one of the signs with posted rules.
- We are still awaiting quotes to install up to 6 new streetlights in areas identified as needing additional lighting. The electrician is having a hard time finding the exact poles to match our existing poles.
- We have obtained pressure washing quotes to pressure wash the canal bridges, but are still working with the Town to see if they will take on the repairs to the bridge walls since removing the fig vine was their requirement and has left the bridges very unsightly. It seems promising that they are going to take on this project completely.
- The Town completed the sidewalk repairs throughout the neighborhood. They had so many sidewalk repairs that there were not enough funds left to repair the curbs as well. The Town said they will come back in June/July to repair the curbs.
- The Maybank Green landscape lighting enhancement was completed.
- The Lake Doctors were scheduled to begin the bulkhead vegetation removal on 03.23.2020. This was delayed due to COVID-19 and is currently on hold as they are having issues complying with CDC guidelines while doing this project. I have reached out to The Greenery to see if they will proceed with the vegetation removal at the cost that the Lake Doctors bid in order to get the work done more quickly. The Greenery already had the plants ready to install along Ponsbury and Sowell and need to get them in the ground as soon as possible.
- The areas along the marsh path that were determined to have drainage issues and hold water after heavy rains were top dressed.
- Amy and Jessica walked the community on April 8th to inspect all of the 2020 recommended reserve items and determined what needed to be done and what did not.
- We also inspected the community and sent a list of landscaping issues that were noted to The Greenery. The Greenery is behind schedule on normal maintenance due to only dealing with the heavy leaf drop from the oak trees for the past month. They plan to be back on regular maintenance schedule by April 20th weather permitting.
- The Marsh path regular monthly maintenance is scheduled to be done on April 20th, this is just the normal bi-monthly pruning vegetation out of the pathway.
- The canals are experiencing issues with pondweed. The Greenery has been treating this for the past month. On the 8th they completed their third treatment to the pondweed and algae that is in the canal.
- We were supposed to have the lake stocked with carp to help maintain the underwater pondweed going forward, but unfortunately with DNR's offices being closed, The Greenery cannot get the approved sterile carp to stock the lake with at this time.
- Terminix began spraying for mosquitos again this month. Each month they spray Eastlake Path, Westlake Path, the Amphitheater, Maybank Green, all the toddler playgrounds, and the sports court (staying a far distance away from the Community Garden). We have mayflies/midges again already. Terminix spraying will kill them just like mosquitos, but we are looking into other options to help combat the insects.
- Jessica received a proposal from Intercoastal Pressure washing to pressure wash Scramble Shed, Scramble Playground equipment, Scramble Fence, Teak Benches and brick pavers on Ionsborough, Eastlake Playground Equipment, Eastlake Fence, Eastlake Mailbox station, Boathouse and boathouse deck, Westlake Boat ramp deck, Hopetown Playground equipment, Hopetown Playground fence, Ramble Playground equipment, Ramble Playground fence, Rookery Bridge off N. Shelmore, Rookery Bridge off Sowell, and the Boat Ramp at low tide. This work is scheduled to occur May 13th – May 15th.

Executive Dashboard

As of 3/31/2020

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| Summary Income Statement | prior year actuals | | | | | Annual Budget | YTD Actual | YTD Budget |
|------------------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | Mar-20 | Mar-20 |
| Assessments | \$ 760,835 | \$ 799,050 | \$ 799,025 | \$ 795,350 | \$ 799,458 | \$ 913,200 | \$ 228,300 | \$ 228,300 |
| Delinquent Dues | (9,032) | (6,000) | - | 3,675 | | | | - |
| IDC Revenue | 22,650 | 21,900 | 21,450 | 17,450 | 20,150 | 15,000 | 5,200 | 3,750 |
| Dock Closure Rev | 21,700 | 15,520 | 14,700 | 24,150 | 21,000 | 12,600 | 4,200 | 3,150 |
| Interest, Late Fees, Other | 10,498 | 21,808 | 5,586 | 11,097 | 29,099 | 11,150 | 6,219 | 2,788 |
| Total Revenue | \$ 806,651 | \$ 852,278 | \$ 840,761 | \$ 851,722 | \$ 869,708 | \$ 951,950 | \$ 243,919 | \$ 237,988 |
| Payroll, Administrative, IDC | \$ 232,471 | \$ 270,451 | \$ 261,666 | \$ 258,941 | \$ 263,426 | \$ 288,478 | \$ 68,114 | \$ 72,120 |
| Legal | 37,297 | 27,217 | 39,563 | 18,749 | 43,981 | 35,000 | 8,043 | \$ 8,750 |
| Landscaping & Maintenance | 379,963 | 341,555 | 360,221 | 355,058 | 388,176 | 429,447 | 81,940 | \$ 107,362 |
| Utilities, Insurance, taxes | 106,057 | 97,973 | 88,078 | 90,222 | 68,153 | 94,875 | 7,000 | \$ 23,719 |
| Reserve Contribution | 39,000 | 39,000 | 39,000 | 41,500 | 41,500 | 41,500 | | |
| Capital Projects | - | 46,000 | 46,000 | 46,000 | 46,000 | 62,650 | | |
| Total Expenses | \$ 794,788 | \$ 822,196 | \$ 834,528 | \$ 810,470 | \$ 851,237 | \$ 951,950 | \$ 165,097 | \$ 211,950 |
| Net Surplus | \$ 11,863 | \$ 30,082 | \$ 6,233 | \$ 41,252 | \$ 18,471 | \$ - | \$ 78,822 | \$ 26,038 |

l'On Assembly Tree-Trimming Policy for Street Right of Ways

PURPOSE:

To inform the residents of the l'On community of the Assembly's policies regarding the maintenance of trees and branches located within the street right of ways throughout the l'On community.

POLICY:

Scheduled Maintenance by the Assembly

The Assembly maintains, at its expense, trees located within the street Right of Ways as follows:

1. Canopy Lifts: Every two (2) years, the Assembly engages Charleston Tree Company, LLC to perform a Canopy Lift on all trees throughout the l'On community that are located in the Right-of-Ways.
 - a. "Canopy Lift" is the dedicated removal of canopy branches, or portions thereof, located below thirteen (13) feet over the roadway portion of the Right-of-Way, and below eight (8) feet over the sidewalk portion of the Right-of-Way.
 - b. "Right-of-Ways" means the roadway right of way areas for the roadways in the l'On community, including but not limited to streets, roads and alleyways, and also including the areas within such right of ways that extend into and/or through sidewalk areas.

2. Hazard Pruning: The Assembly engages Charleston Tree Company, LLC to perform Hazard Pruning on all trees within the Right-of-Ways on a four (4) year area rotation throughout the l'On community.
 - a. "Hazard Pruning" means the removal of limbs, foliage, branches or trees that could be hazardous or dangerous to persons or property in or in the vicinity of the Right-of-Way.
 - b. Hazard Pruning occurs during a one-week period in either January or February of each calendar year on as many trees as possible during such one-week period. The four year area rotation begins with the front of the community, working toward the back of the community. Each year, the Hazard Pruning begins where it ended the previous year, with the rotation resulting in Hazard Pruning in each area of the neighborhood once every four years.

Interim Maintenance by Homeowners

1. Upon written request from a Homeowner, the Assembly shall provide the dates for the next scheduled Canopy Lift or Hazard Pruning near such Homeowner's property.

2. If prior to the next scheduled Canopy Lift or Hazard Pruning a Homeowner desires to have Hazard Pruning performed on trees that (a) are located wholly or partially within the Right of Way and (b) also extend into the boundary lines of the Homeowner's lot ("Interim Hazard Pruning"), such Homeowner shall be permitted to do so, subject however to the following conditions:

- a. Prior to any Interim Hazard Pruning, Homeowner shall seek and obtain any approvals and/or permits required by the Town of Mount Pleasant to conduct the Interim Hazard Pruning, because certain types of tree pruning/cutting are regulated by the Town throughout Mount Pleasant. Permission from the Assembly to conduct Interim Hazard Pruning shall not constitute approval by the Town, or a waiver of any approval and/or permits that may be required from the Town.
- b. Prior to any Interim Hazard Pruning, Homeowner must seek and obtain approval from the Assembly, and shall provide the Assembly written notice of its intent to conduct Interim Hazard Pruning, which must contain: (a) the reasons for the Interim Hazard Pruning, (b) the quantity and location of the limbs, foliage or branches to be pruned, (c) the time period during which the Interim Hazard Pruning will be scheduled to occur, (d) the identity of the Certified Arborist or other tree company the Homeowner proposes to retain to perform the Interim Hazard Pruning, and (e) a statement that the Homeowner has sought and received any approvals and/or permits required by the Town of Mount Pleasant.
- c. Only a Certified Arborist or other tree company reasonably acceptable to the Assembly shall conduct any Interim Hazard Pruning.
- d. All expenses for and related to Interim Hazard Pruning, including but not limited to any expenses related to obtaining any required approval and/or permits from the Town of Mount Pleasant, shall be the sole responsibility and obligation of the Homeowner. The Assembly shall not have any obligation for expenses related to Interim Hazard Pruning.

March 26, 2020



Ms. Jessica Gosnell, CMCA, AMS
Town Assembly General Manager
159 Civitas Street, Suite 211
Mt. Pleasant, South Carolina 29464

**IONSBOROUGH STREET/PATIENCE PARK MODIFICATIONS
MOUNT PLEASANT, SOUTH CAROLINA**

Dear Jessica,

Please find the enclosed professional services proposal for the desired curb/roadway modifications at Ionsborough Street/Patience Park. This is a somewhat unique project as it could possibly be viewed as a maintenance project and if so could be designed and permitted for less fee and in a more expedited time frame or it could be addressed as new construction and as such would follow all of the standard permitting requirements. Until we have an opportunity to attend a Project Feasibility Meeting we will not know definitively.

The scope of services enumerated within the proposal addresses a worst case scenario with respect to the extent of drawing development and permitting that may be required. In trying to recognize that I have structured the majority of the Divisions of work as hourly within an anticipated range.

You may also execute sequentially so we can move from one to another at your discretion and as we gain more information from the Town.

Please feel free to contact me should you have any questions.

Best,

SEAMON, WHITESIDE & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "J. Lee Gastley".

J. Lee Gastley PLA, LEED AP
Managing Principal

JLG/crm

March 26, 2020

Ms. Jessica Gosnell, CMCA, AMS
l'on Assembly General Manager
159 Civitas Street, Suite 211
Mt. Pleasant, SC 29464

IONSBOROUGH STREET/PATIENCE PARK MODIFICATIONS MT. PLEASANT, SOUTH CAROLINA

Seamon, Whiteside and Associates (Consultant/SW+) appreciates the opportunity to provide l'on Assembly (Client) the following scope and fee to execute design and permitting for modifications to the central island within the Ionsborough Street terminal cul-de-sac.

The purpose of this proposal is to address the damage and deterioration of the island curbing due to prolonged truck impacts. The goal would be to provide for larger interior radii in order to facilitate standard turning motions for the majority of single unit trucks.

Scope of Services

Seamon, Whiteside & Associates, Inc. (SW+) will provide the following professional planning and civil engineering services:

Division One: Site Surveying

1. SW+ will utilize Southeastern Surveying to prepare an as-built physical survey of the cul-de-sac (+/- .4 acres) in order to obtain topography, utility locations, drainage data and other physical information necessary to design and prepare construction documents.

Division Two: Preliminary Plan and Opinion of Cost/Conceptual Town of Mt. Pleasant Development Review Team (DRT)

Notes: 1) *This proposal assumes that no utility rerouting will be required in order to implement the anticipated improvements. Should it become apparent/necessary to relocate utilities SW+ will provide a fee and scope to the Client to address the relocations.* 2) *This proposal does not address ornamental irrigation system modifications or planting/hardscape modifications that may be necessitated as a result of the curb adjustments. Should the Client desire for SW+ to address park design modifications we will prepare a separate scope and fee for that work.*

1. Utilizing the current survey data from Division One SW+ will visit the site to identify opportunities and constraints to the implementation of the desired modifications as well as document any additional physical site features that could influence the design response.
2. SW+ will meet with the Client to review the survey and site observation data as well as define the specific program goals that the Client desires.
3. SW+ will run the 'autoturn' vehicular circulation program to model the circulation routes of various truck types to determine the most realistic radius to accommodate the greatest variety of truck types anticipated to visit the motor court.
4. Based on an analysis of the aforementioned data SW+ will prepare a preliminary site plan reflecting the recommended improvements. In addition to the site plan SW+ will prepare a preliminary opinion of probable cost for the planned modifications.
5. Schedule and attend a Project Feasibility Meeting with Team Staff to determine submittal and permitting requirements.

6. Review Conceptual DRT site plan requirements and coordinate with Client.
7. Prepare and submit Conceptual Site Plan package for Town of Mount Pleasant's Conceptual DRT review submittal. The following drawings will be prepared for the Conceptual DRT review submittal(s) to include the following:
 - a. Cover Sheet
 - b. Existing Conditions Plan (open area survey)
 - c. Site Layout Plan
 - d. Preliminary Stormwater and Grading Plan
 - e. All checklist items
8. Coordinate with Dominion Energy on any electrical issues.
9. Attend (1) Conceptual DRT meeting to review submittal. The following entities are typically at the DRT meeting:
 - a. Town of Mt. Pleasant Planning
 - b. Town of Mt. Pleasant Engineering
 - c. Town of Mt. Pleasant Stormwater
 - d. Town of Mt. Pleasant Public Works
 - e. Town of Mt. Pleasant Building Inspection
 - f. Town of Mt. Pleasant Fire Department
 - g. Town of Mt. Pleasant Recreation
 - h. Town of Mt. Pleasant Traffic & Transportation
 - i. Mt. Pleasant Waterworks

Division Three: DRT Process/Construction Document Preparation/Permitting

Note: 1) At this point in time it is assumed that the total construction cost of the project would not exceed \$250,000.00. That being the assumption the project would go through a Staff Non-DRB review process and internal Staff DRT review. 2) At this point in time it is assumed that no major trees will need to be removed in order to implement the modifications.

1. Address comments received at the Conceptual DRT meeting.
2. Submit to SCDHEC-OCRM for Coastal Zone Compliance.
3. Prepare the following construction document package and submit to Town of Mt. Pleasant for a Non-DRB site review/DRT at Staff level.
 - a. Drainage Narrative
 - b. Cover Sheet
 - c. Original Survey (Division One service)
 - d. Demolition Plan
 - e. SWPP Plan and Details
 - f. Staking Plan
 - g. Grading Plan
 - h. Site Infrastructure Details
 - i. Technical Specifications.
4. Address final comments from Town and submit to DRT to obtain final DRT approval that includes the following approvals
 - a. Town of Mt. Pleasant Planning
 - b. Town of Mt. Pleasant Engineering and MS4
 - c. Town of Mt. Pleasant Fire Department
5. Submit for final NPDES coverage. **Note:** It is possible that due to the small size of the project that it could be addressed as maintenance or as "Auto Coverage".
6. Submit for Town of Mt. Pleasant Encroachment Permit.

7. Attend meetings and coordinate with agency representatives including (as may be necessary) performing site visits to review, discuss and address comments regarding the permitting of the construction documents.
8. Revise construction drawings based on agency comments.
9. Resubmit construction documents to the applicable governing agency for subsequent review.
10. Furnish agency permits upon receipt from the applicable agency to Client.
11. Based on final agency permits and approvals, update construction drawings and technical specifications to prepare final "Issued for Construction" set of drawings for delivery to the Client.

Additional submittals will be required to obtain Final DRT approval (which cannot be issued until all other permits are received).

Notes:

1. *It is assumed that the entire project will be designed and permitted in one phase.*
2. *Geotechnical studies, environment audits, structural design of retaining walls greater than 3' in height, design of site lighting, traffic studies, and other supporting services not defined in the scope of this proposal, should they be required, will provided by the Client through separate contract with outside consultant(s).*
3. *This proposal does not include the design of traffic improvements to adjacent existing roadways such as Heinlein Street. Should offsite traffic improvements, such as but not limited to turn lanes or road widening, be required, then an addendum to this proposal for the design, permitting, and closeout of these improvements will be provided.*
4. *Client shall be responsible for the payment of application and permit fees, impact and tap fees, inspection fees, maintenance fees, bonds, and other agency charges associated with the permitting and construction of the Project.*
5. *Design of specialty details for structural landscape elements that are primarily of a decorative nature, such as fountains, statues, monuments, decorative fences, pergolas, decorative courtyards or plazas, decorative stairways, retaining walls and other similar elements that are not specifically identified above, are not included in this proposal. Should they be requested, they will be charged as additional services on an hourly rate basis.*
6. *Coverage under the SC NPDES General Permit for Construction Activities (NPDES) is required prior to initiation of land disturbing activities. A prerequisite to coverage is the submittal to, and approval of, a SWPPP by the local agency having jurisdiction under the SCDHEC MS4 program. In addition to initial erosion and sediment control measures, the SWPPP also includes various other provisions outside of the scope of the construction drawings. The SWPPP is intended to be a framework outlining measures that are intended to be implemented and maintained throughout the construction period. As a result, additional efforts related to the implementation, maintenance, and updating of the SWPPP are required during construction. Some of these must be performed by SW+ and others can be performed by SW+ or other parties. See below for additional information.*
7. *Opinions of probable costs that are prepared by SW+ shall be based on its experience and qualifications and represent its judgment as a Consultant familiar with the construction industry but shall not be a guarantee that construction costs will not vary from its opinions of probable cost.*
8. *SW+ recognizes that design refinement and problem solving are iterative processes. However, it must also be recognized that excessive and continuous design changes are impossible to accurately quantify and are, therefore, outside of the scope of this proposal. We understand that a design will evolve during the submittal and review processes and we do intend for these types of adjustments to be included. However, extensive and continuous design changes that are beyond the scope of those typical for a project of similar size and complexity will be charged as additional services on an hourly rate basis.*

Division Four: Construction Observation Services

Note: It is assumed that the Client will coordinate the bidding process including providing front end bid documents. Client is advised that SW+ should perform at a minimum the services listed below as these are necessary in order to: a) provide observations and supporting

documentation that is required as a condition of the construction permits; and b) in order to provide Client and SW+ a reasonable level of assurance that the work being performed by Contractor(s) are in general compliance with the requirements of the Construction Contract Documents (CCD's).

1. Act as a liaison between Contractor(s), Architect, Governmental Agencies and Client during construction to address questions, interpret plans and/or respond to requests for information (RFI's) in regards to Project; specifically limited to construction activities associated with site work and related infrastructure improvements as well as landscaping efforts required to develop Project.
2. Attend pre-construction meeting.
3. Review shop drawings, product data and samples pertaining to site work and related infrastructure submitted by Contractor(s) to confirm general conformance with the requirements of the CCD's.
4. Review product or substitution requests submitted by Contractor to confirm general conformance with the requirements of the CCD's and Governmental Agencies.
5. Attend bi-weekly progress meetings as requested by Client with Contractor(s). **Note:** *These meetings will also serve as site observation meetings.*
6. Construction Observation – (the project construction duration is estimated not to exceed 1 month)
 - a. Visit Project at intervals appropriate to the stage of construction in order to observe the progress and quality of work completed by Contractor(s). It shall be noted that such visits and observations are not intended to be an exhaustive check or a detailed inspection of Contractor's work, but rather allow SW+ as an experienced professional to become generally familiar with the work in progress at such time and to evaluate if the work is proceeding in accordance with the CCD's to safeguard Client against deficiencies in the work performed by Contractor. (Bi-weekly = 2 site meetings by civil PM).
 - b. SW+ shall not supervise, direct or have control over Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by Contractor, nor for Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of Contractor in accordance with the CCD's.
 - c. SW+ shall not be responsible for any acts or omissions of Contractor, sub-contractors, any entity performing any portions of the work, or any their agents and/or employees.
 - d. SW+ does not guarantee the performance of Contractor and shall not be responsible for Contractor's failure to perform its work in accordance with the CCD's or any applicable laws, codes, rules or regulations governing the work performed by Contractor.

**** The fees outlined herein is predicated upon the assumption of SW+ conducting 2 Civil Engineering Site Visits within a construction period not to exceed 1 month.**

7. Invoices – Pay Applications – Change Orders
 - a. Assist Client as requested to review invoices and/or pay applications submitted by Contractor(s) to ascertain that the work summarized in such request has been completed in accordance with the construction documents and to authorize such payment by Client to Contractor.
 - b. Assist Client as requested to review change orders to ascertain that such request by Contractor(s) is justified for approval by Client.

Division Five: Project Closeout Services

1. NPDES and Civil Closeout (Town of Mount Pleasant MS4 & SCDHEC):
 - a. Submit Notice of Termination for review and acceptance by Governmental Agencies.
 - b. Schedule and attend inspections in coordination with Contractor(s) and Governmental Agencies.
 - c. Prepare punchlist (substantial completion observation) of items to be addressed by Contractor(s) prior to acceptance of the Notice of Termination by Governmental Agencies. (Civil)

- d. Review as-builts and easement plats upon receipt to provide comments to surveyor retained by Client and/or Contractor(s).
- e. Submit as-builts and easement plats prepared by the Client's or Contractor's surveyor for review by Governmental Agencies.
- f. Conduct final inspection to review punchlist items from substantial completion observation. (Civil)

Division Six: NPDES (SWPPP) Construction Phase Services

Note: These services may not be necessary depending on how the Town and SCDHEC define the project. If it is determined to be a maintenance project then this Division of work will not be required.

NPDES compliance requires inspection and administrative efforts by the Client, Contractor, SW+, or a third party provider throughout the construction period. At the Client's request, SW+ can provide the following additional NPDES related construction phase services. Item 1 will be provided for a lump sum fee and Item 2 will be provided on a per weekly visit basis until all land disturbing activities are completed. Due to certification requirements, SW+ cannot provide Item #1 without the inclusion of Item #2.

1. Pre-construction and administrative services (lump sum):
 - a. Prepare a SWPPP Notebook to be maintained on the project site for reference by authorized personnel. This notebook shall contain relevant Project construction drawings, inspection logs, and other documentation required by regulatory agencies.
 - b. Install and maintain a weatherproof document enclosure to house the SWPPP at the project site. The enclosure will be secured with a combination lock and marked with a telephone number to call for authorization and access.
 - c. Conduct a pre-construction conference and prepare and distribute meetings minutes.
 - d. Revise the relevant construction drawings as required in response to changing project conditions.
2. Inspections, documentation and reporting (per weekly visit):
 - a. Coordinate with Contractor, throughout the project, on issues related to implementation and maintenance of the SWPPP.
 - b. Provide weekly site inspections of stormwater improvements and SWPPP measures and prepare and distribute reports documenting the observations and any deficiencies requiring correction. EPA regulations require that inspections be performed weekly for the entire period that land disturbing operations are underway. Once operations are complete, a Notice of Termination is filed, and the inspections can then stop.
 - c. File reports with the agency having jurisdiction at required intervals.

Division Seven: Variances

At the present time, it is not known whether any variances will be necessary in order to implement the project. Should it become apparent that variances will be required, SW+ will prepare submittals and make presentations to the Board of Zoning Appeals.

Fees:

SW + will provide the aforementioned services for the following fees:

| | | |
|-----------------|--|-----------------------|
| | | <i>Client Initial</i> |
| Division One: | Site Surveying..... Lump Sum \$2,805.00 | _____ |
| Division Two: | Preliminary Plan and Opinion of Cost/Conceptual DRT..... Hourly Rate Basis | |
| | Estimate Range 6,000.00 - \$7,000.00 | _____ |
| Division Three: | DRT Process/Construction Documents/Permitting/Preliminary and Final Town Design Review Process | |
| | Hourly Rate Basis, Estimated Range \$10,000.00 -\$12,000.00 | _____ |

| | | | |
|-------------------|--|--|-------|
| Division Four: | Construction Observation Services..... | Hourly Rate Basis | _____ |
| | | Estimated Range \$3,000.00 - \$4,000.00 | _____ |
| Division Five: | Project Closeout Services..... | Hourly Rate Basis | _____ |
| | | Estimated Range \$2,000.00 - \$3,000.00 | _____ |
| Division Six- 1: | Preconstruction NPDES Services..... | \$1, 500.00 | _____ |
| Division Six - 2: | NPDES Inspection and Reporting..... | \$250.00 per weekly site visit | _____ |
| | | 3 visits anticipated – 3 x \$250.00 = \$750.00 | _____ |
| Division Seven: | Variances..... | Hourly Rate Basis | _____ |

Hourly rate services and/or additional services shall be invoiced according to the table below:

SW+ current hourly rates are as follows:

| | |
|-----------------------------|----------|
| Principal in Charge..... | \$200.00 |
| Managing Principal..... | \$190.00 |
| Professional Support..... | \$80.00 |
| Administrative Support..... | \$60.00 |

Landscape Architecture

| | |
|---|----------|
| Director..... | \$170.00 |
| Landscape Architecture Team Leader..... | \$160.00 |
| Senior Landscape Architect..... | \$150.00 |
| Landscape Architecture Project Manager..... | \$150.00 |
| Land Planner IV..... | \$140.00 |
| Land Planner III..... | \$130.00 |
| Land Planner II..... | \$120.00 |
| Land Planner I..... | \$110.00 |

Civil Engineering

| | |
|--|----------|
| Director..... | \$170.00 |
| Civil Engineering Team Leader..... | \$160.00 |
| Senior Civil Engineer..... | \$150.00 |
| Senior Project Manager..... | \$150.00 |
| Civil Engineering Project Manager..... | \$140.00 |
| Civil Engineering Project Coordinator..... | \$130.00 |
| Senior Civil Designer..... | \$150.00 |
| Civil Designer IV..... | \$140.00 |
| Civil Designer III..... | \$130.00 |
| Civil Designer II..... | \$125.00 |
| Civil Designer I..... | \$120.00 |
| Senior CAD Technician..... | \$130.00 |

| | |
|-------------------------|----------|
| CAD Technician IV..... | \$120.00 |
| CAD Technician III..... | \$110.00 |
| CAD Technician II..... | \$100.00 |
| CAD Technician I..... | \$90.00 |

Construction Administration

| | |
|--|----------|
| Director..... | \$170.00 |
| Senior Construction Administration Project Manager..... | \$150.00 |
| Construction Administration Project Manager..... | \$140.00 |
| Construction Administration Project Coordinator..... | \$130.00 |
| Construction Administration Field Representative II..... | \$120.00 |
| Construction Administration Field Representative I..... | \$110.00 |
| Entitlements Manager..... | \$125.00 |
| Assistant Permitting Coordinator..... | \$100.00 |

Surveying

| | |
|------------------------------|----------|
| 3 MAN CREW..... | \$130.00 |
| 2 MAN CREW..... | \$100.00 |
| 2 MAN HYDROGRAPHIC CREW..... | \$150.00 |
| 1 MAN CREW..... | \$100.00 |
| SUPERVISION..... | \$150.00 |
| AUTOCAD TIME..... | \$90.00 |
| ADMINISTRATION..... | \$40.00 |

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

Reimbursable expenses are not anticipated to exceed \$750.00.

| | |
|---|-----------------|
| Mileage outside of the local area..... | \$0.58 per mile |
| <i>(Local area is defined as the metropolitan area of the originating office of the proposal)</i> | |
| Printing of construction and project drawings (\$0.40 per sq ft) | |
| 24 x 36 | \$2.40 each |
| 30 x 42 | \$3.50 each |
| 36 x 48 | \$4.80 each |
| Color inkjet plotting (\$8.00 per sq ft) | |
| 24 x 36 | \$48.00 each |
| 30 x 42 | \$70.00 each |
| 36 x 48 | \$96.00 each |
| Black and white inkjet plotting (\$2.00 per sq ft) | |
| 24 x 36 | \$12.00 each |
| 30 x 42 | \$17.50 each |
| 36 x 48 | \$24.00 each |

Black and white Xerox copies

| | |
|--------------------|-------------|
| 8½ x 11 | \$0.20 each |
| 8½ x 14 | \$0.25 each |
| 11 x 17 | \$0.35 each |
| Color Xerox copies | |
| 8½ x 11 | \$1.00 each |
| 8½ x 14 | \$2.75 each |
| 11 x 17 | \$3.50 each |

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. If it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the upper limit of the indicated range.

Other project related reimbursable expenses, such as but not restricted to, outside consultants, postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Contract and attached General Terms of Agreement acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.



Stuart D. Whiteside, PE
President
SDW/crm

Accepted By:

Signature and Title Date

SEAMON, WHITESIDE & ASSOCIATES, INC. (SW+/CONSULTANT)

GENERAL TERMS OF AGREEMENT

1. **The Agreement.** This document/agreement will serve as a contract for the proposed professional services. This Agreement is to be governed by the law of the State of South Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
2. **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only the services specifically described in this Agreement. However, if requested by the Client and agreed by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing.
3. **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated. Furthermore, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of SW+, the amounts of the compensation, rates and multiples set forth herein are subject to equitable adjustment.
4. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
5. **Execution Authority.** The individual executing this Contract, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.
6. **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for the contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
 - 6.1. The Consultant shall put forth reasonable professional efforts to comply with codes, regulations, ordinances, and laws in effect as of the date of the Agreement. Modifications to said ordinances, regulations, etc. that occur after the Agreement date and that would impact the project through an expansion of services would constitute additional services.
7. **Termination.** Either the Client or the Consultant may terminate this agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Client shall within seven (7) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
8. **Standard of Care.** In providing services under this agreement and complying with applicable laws, ordinances, and regulations, including the Americans with Disabilities Act, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
 - 8.1. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet for accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Consultant, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

9. **Certifications.** The terms "Certification," "Certify," and "Certified," as used in lending or regulatory agency documents which require the rendering of a professional opinion concerning compliance with such documents shall mean a statement by a Licensed Professional representing that professional services have been performed by him or under his direct supervision and, based upon the Licensed Professional's knowledge, information and belief, are consistent with commonly accepted local standards of practice; NO GUARANTEE OR WARRANTY IS EITHER EXPRESSED OR IMPLIED.
10. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- 10.1. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - 10.2. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - 10.3. Furnish, at the Client's expense, all information, requirements, geotechnical reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, geotechnical reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - 10.4. Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - 10.5. Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - 10.6. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the consultant's services or any defect or noncompliance in any aspect of the project.
 - 10.7. Bear all costs for the payment of fees associated with the project. Such fees would include but not be limited to permit review and application fees, impact fees, and capacity fees. The Consultant will notify the client regarding the amount of fees and timing of payment.
11. **Method of Payment.** The Client agrees to pay the Consultant's invoices in a timely manner:
- 11.1. The Client agrees to pay the Consultant for work performed in accordance with the terms of this Contract, without regard to the success of the project.
 - 11.2. For any payment, not reasonably in dispute, that is not received within 30 days, the Client shall pay a service charge on the past due amount, including interest at the rate of 1½% per month.
 - 11.3. If payment is not received within 60 days, the Consultant may at their option and with five days written notice, suspend services or terminate this Agreement on the grounds of substantial nonperformance by the Client. Should SW+'s right of suspension or termination be exercised, they shall not be liable to the Client for delays or damages caused by the suspension or termination.
 - 11.4. Payments on invoices submitted by SW+ for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants, or other sources.
 - 11.5. No deductions shall be made from the Consultant's compensation on account of liquidated damages or on account of cost in changes in the Work, other than those for which the Consultant has been finally determined to be liable. Invoices for payment shall not be offset by any claims for withholding or deductions by the Client unless the Consultant agrees or has been finally determined liable for such amounts.
 - 11.6. The Consultant shall be entitled to reimbursement by the Client for reasonable fees and expenses when collection through an attorney or collection agency is necessary.
12. **Fees Not Dischargeable.** The Client agrees that any debt owed to the Consultant for professional services provided is non-dischargeable in bankruptcy meaning that any fees owed would survive in the event that the Client should ever declare bankruptcy.
13. **Fee Resolution.** The parties hereto consent that the exclusive forum for resolving any fee dispute/claim arising under this agreement shall be the Court of Common Pleas (Non-Jury) in the county of the originating office of this proposal: Charleston County or Greenville County, South Carolina.
14. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a precedent to litigation.
15. **Attorney Fees.** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's prevailing fee schedule and expense policies.
16. **Statutes of Limitations.** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for Acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for

payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.

17. **Limitation of Liability.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fee and cost of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or Consultants or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement. The Consultant is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

17.1. The Client agrees to limit the Consultant's liability to the Client and to all construction contractors and subcontractors on the project, due to the Consultant's negligent acts, errors or omissions, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000.

18. **Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of South Carolina. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

19. **Insurance.** The Client is advised to seek the advice of a qualified insurance professional with regarding any and all insurance requirements for the project. The Client agrees to indemnify the Consultant from damages arising from inadequate insurance coverage for the project. The Consultant carries Workers' Compensation insurance, professional liability insurance and general liability, and automobile insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

20. **Betterment.** If, due to the Consultant's error, any required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

21. **Use of Documents.** SW+ and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings, Specifications, Reports, Field Data, Notes and other documents whether handwritten or in electronic form, and shall retain all common law, statutory and other reserved rights, including copyrights thereto.

21.1. The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

21.2. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specification, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment for the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

22. **Electronic Documents.** The Consultant may furnish to the Client and other parties as required during the execution of the Work, documents in electronic form. The Client shall agree to the following terms with regard to distribution and use of documents in electronic form:

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

22.2. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further

agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

- 22.3. The Client and the Consultant agree that any electronic files furnished by either party shall conform to the project specifications. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.
- 22.4. Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.
- 22.5. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy constructions shall govern.
- 22.6. In addition, the Client agrees, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant from any reuse of the electronic files without the prior written consent of the Consultant.
- 22.7. Under no circumstances shall delivery of electronic file for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

23. Construction Phase Services.

- 23.1. If the Consultant's services include the preparation of documents to be used for construction and SW+ is not retained to make appropriate site observation visits, the Client assumes all responsibility for interpretation of the documents and for construction observation. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.
 - 23.2. If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall SW+ have any authority or responsibility to stop or direct the work of any contractor. The Consultant's observation visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - 23.3. The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow Consultant's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant's plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant's prevailing fee schedule and expense reimbursement policy.
 - 23.4. The Consultant is not responsible for any duties assigned to the Consultant in the construction contract that are not expressly provided for in this Agreement. The Client agrees that neither the professional activities of Consultant, nor the presence of Consultant's employees and sub-consultant at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job safety, and warrants that this intent shall be made evident in the Client's Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant's subconsultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.
24. **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or warrant the existence of conditions whose existence and

accuracy the Consultant cannot ascertain, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

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

25. **SWPPP Services.** Where the Consultant provides SWPPP related services, the information contained in the SWPPP represents a planning tool to assist the Client, and his co-permittees, in complying with environmental regulations during the Project construction. The decisions on how to operate the construction site rest solely with the Client/co-permittees and not with the Consultant. The Client agrees to indemnify the Consultant from damages and fines resulting from the operational decisions of the Client/co-permittees, or the failure of the Client/co-permittees to follow the recommendations as outlined in the SWPPP.

26. **NPDES Permit.** In instances where an NPDES Permit remains in effect beyond the termination of other services described in this proposal, the Consultant's responsibilities for SWPPP related services shall cease at a time concurrent with the termination of other services. If the Client wishes for SWPPP related services to continue beyond that time, they shall be agreed to under a separate Contract.

27. **Shop Drawing Review.** The Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

28. **Definition of "Hazardous Materials".** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, OCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

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

28.2. **Hazardous Substances and Conditions.** This contract does not specifically address environmental pollution audits at any level, testing or visual inspection for environmental risks of pollution or hazardous materials with or relating to the site. Because of the Client waives any claim against the Consultant and agrees to defend, indemnify, and hold the Consultant harmless for any alleged environmental risks or hazardous materials. We further recommend that environmental audits, reports or cleanup be performed by the client in a timely manner and under separate contract.

29. **Corporate Protection.** It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a South Carolina corporation, and not against any of the Consultant's individual employees, officers or directors.

IDC Report

I'On Assembly Board Meeting

April 20, 2020

NEWS:

- After having a meeting on March 17 just as stay at home plans were rolling out, it was clear that in person IDC meetings could not happen until there is confidence in provisions for the health of all involved who are touching plans, grouping together over plans, and sitting together around a small conference table.
- IDC review moved on-line in April. There were 30 submittals as of March 31st. Of those submittals, 6 were incomplete and needed more information or hard copies. Those submittals have gone to the bottom of the pile. Thanks are in order for Dana Cutright, I'On Design Coordinator, and all the IDC members who have processed 9 batches of documents for the submittals which could be reviewed. Even with the on-line review, the "April 7th Meeting" required 3 Zoom calls, and a careful review of the minutes to make certain everyone was in agreement with the decisions. If we haven't gotten to your house yet, we are doing our best and looking for ways to open to more submittals in the near future.

NOTES FROM IDC MARCH 17 and APRIL 7

Approved for Construction

Front door change
Roof Material Change
Garage door (3)
Revised quoin detail
Revised ½ Bahama fixed shutters and screen porch
Revised major landscape plans
Rear stair replacement with new material
Revised landscape plan.
Exterior door change
Front door replacement
Larger propane tank with more screening
Exterior paint change (2)
Exterior lighting change
Eyebrows over garage doors
Minor landscape changes
Foundation color
Porch enclosure

Approved with Conditions

Minor Landscape Change
New front and side fence
Revised landscape plan to right façade
Revised porch addition plans for final approval
Living fence around pool

Approved with variance

Revised paint color

Partial Approval

Structural change adding elevator and screen to porch
Minor changes
Stucco removal and property changes

Approved by Neighborhood Design Coordinator

Repaint house to match existing color on trim, siding, and foundation
Repaint house with same
Repaint trim
Refinishing exterior doors
Repair and replace of roof
Repaint garage and repair exterior steps
Removal of sweet gum trees

Not Approved (need more details)

Replacement of all windows and window design change
Major landscape changes (2)
1 Car Addition with storage room
Closed shutters over existing window
Gate addition
Minor landscape change (2)
Window replacement with new product
Structural change – enclosure of screened porch with expanded sunroom
Minor changes
Landscape plans for new construction
Changes to landscape plans (2)

Conceptual Design Approval

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Appeal

Submitted by Julie Hussey Date: 4-18-20

**Communications Committee Report
April 17, 2020**

2020 Survey – The Survey was released to the community on March 10 and closed on close on March 27. We received 410 responses, over 50%. We are very pleased with the community participation in this activity. Results have been compiled and summaries sent to the Board for review and discussion. Our thanks to CJ Peltier and Lori Feehan for their assistance and contribution to this activity.

Motion to communicate the results to the Community – After review and discussion with the Board I will seek a motion to do so.

We continue to look for an addition to the Communication Committee with the resignation of Cameron Conway.

April Communication Committee - The Committee has not met this month due to schedule conflicts. We will find a time for us to do so.

Committee Members

Kathie Haas
Mary Kaplan
Mike McLaughlin

Margaret Summers (I'On Trust)
Jessica Gosnell (HOA)
Mary Fraser (HOA)

2020 Survey Committee

Lori Feehan
Carolyn (CJ) Pelletier