

SE-240**SMALL PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION PROJECTS****AGENCY:** SC Office of Resilience**PROJECT NAME:** Nature-Based Stormwater Park (Battle Park)**PROJECT NUMBER:** D30-N030-MJ**A/E NAME:** McCormick Taylor, Inc.**ADDRESS:** 1441 Main St, Suite 875Columbia, SC 29201

In consideration of the mutual covenants and obligations set forth herein, the Agency and A/E (hereinafter jointly referred to as the "parties") agree to the following:

A. CONTRACT DOCUMENTS

1. Documents forming a part of this contract are, in order of precedence:
 - a. This Contract, SE-240.
 - b. A/E Proposal describing services to be provided for this project, the associated hourly billing rates for the A/E and the A/E consultants, and the projected Reimbursable items.
 - c. Supplemental Conditions, attached if applicable.
 - d. The following other documents:

2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.
3. The Agency's Budget for the Cost of the Work: \$2,500,000.00

The Cost of the Work shall be the total cost to the Agency to construct all elements of the Project designed or specified by the A/E and shall include Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Agency. The Cost of the Work does not include the compensation of the A/E, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Agency.

B. REPRESENTATIVES**1. Agency's Representatives**

Agency designates the individual listed below as its Representative, which individual shall have the authority to bind the Agency with respect to all matters regarding the Contract and requiring the Agency's approval or authorization:

NAME: Eric Fosmire**TITLE:** Chief of Staff & General Counsel**ADDRESS:** 632 Rosewood Dr Columbia, SC 29201**TELEPHONE:** (803) 822-9580**EMAIL:** eric.fosmire@scor.sc.gov

The term "Agency" means the Agency or the Agency's Representative.

2. A/E's Representatives

A/E designates the individual listed below as its A/E's Representative, which individual shall have the authority to bind the A/E with respect to all matters regarding the Contract and requiring the A/E's approval or authorization:

NAME: Patrick Guise**TITLE:** Chief Visionary Officer, Co-Owner**ADDRESS:** 1818 Market St, 16th Floor, Philadelphia, PA 19103**TELEPHONE:** (215) 592-4200**EMAIL:** pjguise@mccormicktaylor.com

The term "A/E" means the A/E or the A/E's Representative.

3. Neither the Agency nor the A/E shall change their representatives without ten days written notice to the other party.

C. A/E RESPONSIBILITIES

1. The A/E shall provide professional services as set forth in this Contract consistent with the professional skill and care ordinarily provided by A/E's practicing in the same or similar locality region under the same or similar circumstances.
2. The A/E represents that its' team is properly licensed in the jurisdiction where the Project is located to provide the services required.

D. INSURANCE

1. The A/E shall procure and maintain in effect during the term of this Contract the insurance coverages described below, which insurance shall be placed with insurance companies authorized to do business in the State of South Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved by the Agency.
 - a. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and in the aggregate. A/E shall maintain this coverage in effect during the term of this Contract and for five (5) years after the date of completion of services provided under this Contract. A/E shall give prompt written notice to Agency of all claims made against this policy during the period in which this policy is required to be maintained.
 - b. Worker's Compensation Insurance as required by the State of South Carolina with statutory limits.
 - c. Employers' Liability Insurance with limit of no less than \$1,000,000 per accident.
 - d. Automobile Liability Insurance: Insurance Services Offices (ISO) Form CA 00 01 covering Code 1 (any auto), or if A/E has no owned automobiles, Code 8 (hired) and Code 9 (non-owned), with limits not less than \$1,000,000 per accident for bodily injury and property damage.
 - e. Commercial General Liability Insurance (CGL): ISO Form CG 00 01 12 07 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. This Contract shall be considered to be an "insured contract" as defined in the policy.
2. The A/E agrees to require Consultants to comply with the insurance provisions required of A/E pursuant to this Contract unless A/E and Agency mutually agree to modify these requirements for Consultants whose work is of relatively small scope. The A/E agrees that it will contractually obligate its Consultants to advise A/E promptly of any changes or lapses of the requisite insurance coverages and A/E agrees to promptly advise Agency of any such notices A/E receives from its Consultants. The A/E agrees that it will contractually obligate its Consultants to indemnify and hold harmless the Agency to the same extent that the A/E is required to do so as provided in this Contract.
3. The A/E shall provide certificates of insurance to the Agency that evidence compliance with the requirements in this Section.
4. Additional Insured Obligations
 - a. To the fullest extent permitted by law, the A/E shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Agency, its officers, officials, employees, and volunteers, as additional insureds for claims caused in whole or in part by the A/E's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Agency's insurance policies and shall apply to both ongoing and completed operations.
 - b. Prior to performing services, and thereafter upon replacement of each required policy of insurance, the A/E shall provide to the Agency a written endorsement to the A/E's General Liability Insurance policy that (i) names the Agency, its officers, officials, employees, and volunteers, as additional insureds, and (ii) states that coverage shall not be cancelled, except with notice to the Agency.
 - c. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the A/E with reasonable promptness.

E. INDEMNIFICATION

1. Without limitation and notwithstanding any provision in this Contract, the A/E shall indemnify and hold harmless the Indemnitees for and against claims, damages, losses and expenses (including attorneys' fees) asserted by a third party against an Indemnitee arising out of or resulting from negligent acts or omissions of the A/E, a consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). The A/E shall not be required to indemnify an Indemnitee to the extent the Indemnitee's damages result from the Agency's own negligence.

2. Such obligation shall not be construed to negate, abridge, or reduce any other rights, including any other obligations of indemnity, which would otherwise exist as to a party or person described in this Section As used in this paragraph, "Indemnitees" means the State (including its instrumentalities, agencies, departments, boards, and political subdivisions), the contractor, the subcontractors at all tiers, and the officers, agents and employees of all the forgoing.

F. A/E SERVICES

1. The A/E shall be fully responsible for coordinating all services under this Contract regardless of whether performed by its own employees or by consultants hired by A/E to perform a portion of its' services.
2. The A/E shall be responsible to Agency for the services furnished to A/E by any Consultant to the same extent as if A/E had furnished the service itself. A/E also agrees to coordinate and resolve any inconsistencies in its work and the work of its Consultants. All of A/E's contracts with Consultants shall be in writing, signed by both parties, and shall include the following provision: "The Agency is intended to be a third-party beneficiary of this Contract."
3. In the performance of its duties under this Contract, the A/E shall comply with the requirements of Chapter 5 of the Manual for Planning and Execution of State Permanent Improvement Projects (the "Manual").
4. The A/E shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation of site visits and inspection reports as required by the Agency to maintain a comprehensive record of the Project. The State Project Number and Name shall be shown on all documents.
5. Any reference in the Contract Documents to the A/E taking action or rendering a decision with a "reasonable time" or "reasonable promptness" is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.
6. Construction Documents
 - a. The A/E shall submit to the Agency and OSE for review and approval, properly completed documents in the number and form requested, additional documentation required by the Design Documents Transmittal Form and an estimate of the Cost of the Work with each submittal. The A/E shall advise the Agency of any adjustments to the estimate of the Cost of the Work and request the OSE and Agency's approval.
 - b. Based on the Agency's approval of design documents, OSE's comments, if any, and on the Agency's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Construction Documents for the Agency's approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
 - c. The Agency and OSE review and approval of each submittal and all documents or other matters required herein shall not relieve the A/E of their professional duty of care in the preparation of the Instruments of Service for compliance with the requirements of applicable statutes, regulations, codes, the Manual, or for design deficiencies, omission, or errors.
7. Construction Phase Services
 - a. The A/E shall provide administration of the Contract between the Agency and the Contractor as set forth in the General Conditions of the Contract for Construction.
 - b. The A/E shall advise and consult with the Agency during the Construction Phase Services. The A/E shall be responsible for the A/E's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
 - c. The A/E's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates twenty-one (21) days after the A/E issues the final Certificate for Payment.
 - d. The A/E shall visit the site at intervals appropriate to the stage of construction to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The A/E shall submit a written report to the Agency, and promptly report to the Agency (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies in the Work.
 - e. The A/E has the authority to reject Work that does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable, the A/E shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether the Work is fabricated, installed or completed.
8. Contractor Certificates for Payment
 - a. The A/E shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The A/E's certification for payment shall constitute a representation to the Agency, based on the A/E's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the A/E's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

- b. The issuance of a Certificate for Payment shall not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Agency to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9. Contractor Submittals

- a. The A/E's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness.
- b. The A/E shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- c. The A/E shall review and respond to requests for information about the Contract Documents. The A/E's response to such requests shall be made in writing with reasonable promptness. If appropriate, the A/E shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

10. Changes in the Work

- a. The A/E may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
- b. The A/E shall prepare Change Orders and Construction Change Directives, with supporting technical data and cost documentation supplied by the Contractor, for the Agency's approval and execution in accordance with the Contract Documents.

11. Project Completion

- a. As required by the project, the A/E shall:
 - i. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
 - ii. issue Certificates of Substantial Completion;
 - iii. forward to the Agency, for the Agency's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - iv. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the A/E's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- b. The A/E and the A/E's consultants and engineers shall conduct one Substantial Completion Inspection and one Final Completion Inspection. If additional inspections are required, payment to the A/E may be adjusted.
- c. When Substantial Completion has been achieved, the A/E shall inform the Agency about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

12. Additional Services

- a. The A/E may provide Additional Services after execution of this Contract without invalidating the Contract. Except for services required due to the fault of the A/E, any Additional Services provided shall entitle the A/E to compensation pursuant to negotiations and an appropriate adjustment in the A/E's schedule.
- b. The A/E shall not proceed to provide Additional Services until the A/E receives the Agency's written authorization.

G. AGENCY'S RESPONSIBILITIES

- 1. The Agency shall establish the Agency's budget for the Project, including (1) the budget for the Cost of the Work; (2) the Agency's other costs; and, (3) reasonable contingencies related to these costs. The Agency shall update the Agency's budget for the Project as necessary throughout the duration of the Project until final completion. If the Agency significantly increases or decreases the Agency's budget for the Cost of the Work, the Agency shall notify the A/E of such change and of any corresponding changes in the Project's scope and quality.
- 2. The Agency shall review the A/E's documents and the estimate of Cost of the Work and shall submit its written approval to the A/E and OSE, if required.
- 3. The Agency shall provide prompt written notice to the A/E if the Agency becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the A/E's Instruments of Service.
- 4. The Agency shall include the A/E in all communications with the Contractor that relate to or affect the A/E's services or professional responsibilities. Communications by and with the A/E's consultants shall be through the A/E.

H. COST OF THE WORK

1. The Agency's budget for the Cost of the Work may be adjusted throughout the Project. It is recognized, that neither the A/E nor the Agency has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the A/E cannot and does not warrant or represent that bids or negotiated prices will not vary from the Agency's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the A/E.
2. If at any time the A/E's estimate of the Cost of the Work exceeds the Agency's budget for the Cost of the Work, the A/E shall, at no additional cost, make appropriate recommendations to the Agency to adjust the Project's size, quality, or budget for the Cost of the Work, and the Agency shall cooperate with the A/E in making such adjustments.
3. If the Agency's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Agency may:
 - a. if and as permitted by applicable law, give written approval of an increase in the budget for the Cost of the Work and award the contract within the revised budget;
 - b. cancel the invitation for bids and reissue it, without change in the Project program, scope, or quality, not less than ninety (90) days after the date bids were opened;
 - c. cancel the invitation for bids and terminate this Contract in accordance with Section K;
 - d. cancel the invitation for bids; in consultation with the A/E, revise the Project program, scope, or quality as required to reduce the Cost of the Work and reissue the invitation for bids with Construction Documents so revised; or,
 - e. negotiate a contract with the lowest responsive and responsible bidder pursuant to S.C. Code Ann. § 11-35-3020(d).
4. If the Agency chooses to proceed under Section H.3.a or H.3.b, the A/E shall not receive additional compensation for the increase in budget or delay in rebidding.
5. If the lowest bona fide bid exceeds the Agency's budget for the Cost of the Work by more than ten (10) percent and Agency chooses to proceed under Section H.3.d, the A/E shall modify the Construction Documents as necessary to comply with the Agency's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or as adjusted. If the Agency requires the A/E to modify the Construction Documents because the lowest bona fide bid exceeds the Agency's budget for the Cost of the Work due to market conditions the A/E could not reasonably anticipate, the Agency shall compensate the A/E for the modifications as an Additional Service; otherwise the A/E's services for modifying the Construction Documents shall be without additional compensation and the A/E shall be responsible for all its costs associated with the redesign and rebidding of the Project, including the reproduction of revised documents and fees for any new or revised permits based on the revised plans. In any event, the A/E's modification of the Construction Documents shall be the limit of the A/E's responsibility under this Section.
6. If the lowest bona fide bid exceeds the Agency's budget for the Cost of the Work by less than ten (10) percent, and the Agency chooses to proceed under Section H.3.e, the A/E shall, without additional charge to the Agency, assist in negotiations to reduce the bid to an amount within the Agency's budget for the Cost of the Work, but not more than 10% below the Agency's budget for the Cost of the Work. In such case, the A/E shall not be entitled to additional compensation for any effort or additional work necessary to bring the contract within the Agency's budget for the Cost of the Work.

I. INSTRUMENTS OF SERVICE

1. The A/E and the A/E's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the A/E and the A/E's consultants.
2. The A/E grants to the Agency a perpetual, irrevocable, non-exclusive license to use and authorize others to use, at any time and in any manner, the A/E's Instruments of Service for purposes including, but not limited to, of constructing, using, maintaining, altering and adding to the structures which are the subject of the Instruments of Service at the general location of the site of Project, and for any other use required by law. The A/E shall obtain and provide to the Agency licenses from the A/E's consultants that have terms identical to those that obligate the A/E to the Agency as expressed above in this Section.
3. In the event the Agency uses the Instruments of Service without retaining the authors of the Instruments of Service, the Agency releases the A/E and A/E's consultant(s) from all claims and causes of action arising from such uses. The Agency, to the extent permitted by law, further agrees to waive any claims against the A/E and its consultants for all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Agency's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Agency rightfully terminates this Contract for cause.

J. CLAIMS AND DISPUTE RESOLUTION

1. Both parties shall attempt to resolve disputes through good faith negotiations.
2. All disputes, claims, or controversies relating to the Contract, that cannot be resolved through good faith negotiations between the parties shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. A/E agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used herein, the phrase, "the State" includes the Agency and the State Fiscal Accountability Authority
3. A/E consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on A/E by certified mail (return receipt requested) addressed to A/E at the address provided for the A/E's Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed delivered three (3) business days after deposit, postage prepaid, in the United States mail.
4. The A/E and Agency waive claims against each other for listed damages arising out of or relating to this Contract.
 - a. For the Agency, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section M.6, (viii) lost revenue and profit lost use of the property, (ix) costs resulting from lost productivity or efficiency.
 - b. For the A/E, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section M.6, (vii) unamortized equipment costs; and (viii) losses incurred by the A/E's consultants for the types of damages the A/E has waived as against the Agency.
5. The A/E waives all claims against the Contractor and any of the Contractor's subcontractors (at any tier) for listed damages arising out of or relating to this Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) interest, (vii) unamortized equipment costs; and (viii) losses incurred by the A/E's consultants for the types of damages the A/E has waived as against the Contractor. This mutual waiver is not applicable to amounts due or obligations under Section E (Indemnification).
6. Continuation of Work: Pending resolution of a claim or dispute, the A/E shall proceed diligently with the performance of its services under this Contract, and Agency shall continue to make payments in accordance with this Contract for all services rendered by A/E which are not the subject of the claim or dispute.

K. TERMINATION OR SUSPENSION

1. Agency Right of Suspension:
 - a. The Agency may, at any time, suspend the work, in whole or in part, by written notice to the A/E with or without cause for such period of time as determined by the Agency. The A/E shall be compensated for services performed prior to notice of such suspension, except in the event of suspension due to a default of the A/E.
 - b. When the Work, in whole or in part, is resumed, the remaining amount payable to the A/E may be equitably adjusted to reflect reasonable costs actually incurred by the A/E due to delay or interruption resulting from such suspension.
 - c. If the suspension exceeds ninety (90) consecutive days, the A/E's fees for the remaining services and the time schedules shall be equitably adjusted.
2. Agency Right of Termination:
 - a. Termination for Cause: If the A/E defaults, persistently fails or neglects to perform the services in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the A/E. If the A/E fails to cure such default, failure, or neglect within ten (10) days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract.
 - b. Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the work or terminate this Contract by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the A/E for those services actually performed before the date of termination. No payments shall be made for services not actually performed, and no payment shall be made or due for lost profits for portions of the services not actually performed.

3. A/E Right of Termination:

- a. The A/E may terminate the contract if work is stopped through no fault of the A/E, or other persons performing work either directly or indirectly for the A/E, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a declared National emergency which requires the work to be stopped.
 - b. Agency Failure to Make Payment: Subject to the Agency's right to withhold payments pursuant to Section M, if the Agency fails to make payments to the A/E as set forth in Section M and any other applicable provisions of the Contract Documents, the A/E may, upon fourteen (14) days prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all services performed, including reasonable overhead, profit and damages applicable to the services performed through the date thereof.
4. In the event of suspension or termination for convenience, upon request of Agency and payment of all fees pursuant to this Section, A/E shall promptly provide Agency with all documents completed or in progress on the date of termination, on computer tapes or disks. The Agency's rights to use the A/E's Instruments of Service in the event of a termination of this Contract are set forth in the Contract.

L. MISCELLANEOUS PROVISIONS

1. Governing Law: The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
2. This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.
3. Severability: If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
4. Economic Conflict of Interest: An A/E shall not have or exercise any official responsibility regarding a public contract in which the A/E, or a business with which he is associated, has an economic interest. A person working for an A/E shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If an A/E is asked by any person to violate, or does violate, either of these restrictions, the A/E shall immediately communicate such information to the procurement officer. The state may rescind, and recover any amount expended as a result of, any action taken, or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in S.C. Code Ann. § 8-13-100.
5. Drug-Free Workplace: The A/E must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The A/E certifies to the Agency that A/E will provide a Drug-Free Workplace, as defined by S.C. Code Ann. §§ 44-107-20(1).
6. False Claims: According to SC Code § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
7. Non-Indemnification: It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations per S.C. Code Ann. § 11-9-20. It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year per S.C. Code Ann. § 11-1-40.
8. Assignment: The Agency and A/E, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Contract. Neither the Agency nor the A/E shall assign this Contract without the written consent of the other. S.C. Code Ann. Reg. 19-445.2180 provides as follows: "No State contract is transferable, or otherwise assignable, without the written consent of the Chief Procurement Officer, the head of a purchasing agency, or the designee of either; provided, however, that a contractor may assign monies receivable under a contract after due notice from the contractor to the State."
9. Force Majeure: In the event A/E is hindered, delayed or prevented from performing its obligations under this Contract as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, or any other cause beyond the reasonable control of A/E, the time for completion of A/E's work shall be extended by the period of resulting delay.

10. **Open Trade Representation:** By signing this Contract, A/E represents that A/E is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300. During the contract term, including any renewals or extensions, A/E will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

M. **COMPENSATION**

1. **Basic Services:**

The Agency shall compensate the A/E for the services rendered as described in the Contract Documents in Section A in the amount of:

\$ 591,198.34

2. **Additional Services:**

The Agency shall compensate the A/E for Additional Services rendered as described in the Contract Documents in Section A in the amount of:

\$

3. **Reimbursable Expenses:**

For Reimbursable Expenses the compensation shall be the actual costs incurred by the A/E and the A/E's consultants. The A/E and the A/E's consultants shall be allowed a reasonable markup not to exceed 10% for administrative cost related to Reimbursable Expenses.

The Agency shall compensate the A/E for Reimbursable Expenses described in the Contract Documents in Section A as a not-to-exceed amount of:

\$

4. When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The A/E shall be entitled to compensation in accordance with this Contract for all services performed whether or not the Construction Phase is commenced.
5. Unless authorized in writing by the Agency prior to incurring the expense, no expense for transportation, travel, or subsistence will be reimbursable to the extent the expense exceeds the amount for which a state employee would be reimbursed under the Travel Regulations. Travel Regulations means the State Fiscal Accountability Authority's Regulations for Reimbursement for Travel and Subsistence Expenses, Disbursement Regulations pdf found at [\[https://cgs.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures\]](https://cgs.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures). There shall be no charge for time spent in travel.
6. **Progress Payments:** Payments for services shall be made monthly in proportion to services performed. The Agency shall make payments to the A/E of undisputed amounts due for services performed by the A/E within twenty-one (21) days of receipt of the A/E's invoice. The A/E shall make progress payments to the consultants within seven (7) days of the receipt by the A/E of each payment from the Agency. Payments due to the A/E and unpaid under this Contract shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the A/E shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.
7. The Agency shall not withhold amounts from the A/E's compensation to impose a penalty.

AGENCY:

BY: 

(Signature of Representative)

PRINT NAME: Eric Fosmire

PRINT TITLE: Chief of Office & General Counsel

DATE: 16 February 2024

A/E:

BY: 

(Signature of Representative)

PRINT NAME: Patrick J. Guise

PRINT TITLE: Chief Visionary Officer, Co-Owner

DATE: January 26, 2024



January 24, 2024

Ms. Kristin Johnson
Infrastructure Engineer
South Carolina Office of Resilience
632 Rosewood Drive
Columbia, SC 29201

Re: Town of Nichols – Battle Park Stormwater Project
Price Proposal

Dear Ms. Johnson:

McCormick Taylor, Inc. appreciates the opportunity to submit a price proposal to provide professional services to complete the Battle Park Stormwater Project. Included within this package are our scope of services and the scope of services for our sub consultants, Davis and Floyd, Edwards Pittman, FME and TELICS. Our design and construction schedule are included as an attachment, as well as a break down of our fee development, including hours and classification rates.

McCormick Taylor and our team will complete the provided scope of services for a lump sum fee of \$591,198.34. This fee includes design phase services as well as construction administration.

McCormick Taylor would like to thank SCOR and the Town of Nichols for the opportunity to be a part of this project and we look forward to discussing any questions you may have regarding this proposal.

Thank You,
MCCORMICK TAYLOR, INC

A handwritten signature in black ink, appearing to read "Jason Hetrick".

Jason Hetrick, P.E.
Assistant Director – Water Resources
803.978.2744

**SCOPE OF SERVICES FOR
TOWN OF NICHOLS
BATTLE PARK STORMWATER PROJECT
D30-N030-MJ**

PROJECT DESCRIPTION

The proposed project consists of preparing an advertisement package to create a stormwater-based park utilizing nature-based solutions within Battle Park, the previous Head Start school grounds. The improvements include creating a stormwater wetlands and pond to improve storage capacity and reduce flooding within the area, installation of water quality practices throughout the park, and educational opportunities and areas for passive recreation, such as pathways. The proposed project is funded by a grant from the South Carolina Office of Resilience's (SCOR) American Rescue Plan Act (ARPA) Stormwater Infrastructure Program (ASIP). The project is comprised of approximately fourteen (14) acres and consists of the Town of Nichols' property and South Carolina Department of Transportation (SCDOT) right-of-way. Utility relocation is not anticipated as the proposed features can be developed to avoid impacts. Onsite electricity providing power to park will be reviewed and impacts minimized where possible. The project includes construction phase administration services but does not consist of daily inspections and material testing. No right-of-way or easements will be acquired as part of the project.



Figure 1. Vicinity Map



Figure 2. Conceptual Rendering

SUMMARY OF WORK

The following tasks represent McCormick Taylor's scope of services for the development and delivery of construction plans for the Battle Park Stormwater project. These tasks will be identified in the engineering fee estimates included within. The scope of services to be performed by McCormick Taylor's subconsultants will be identified with each subconsultants' independent scope and fee included as an attachment. This project will consist of the following tasks unless specified otherwise.

- Task 1: Project Management (MT)**
- Task 2: Field Surveys (DF)**
- Task 3: Utility Coordination (TELICS)**
- Task 4: SUE (TELICS)**
- Task 5: Geotechnical Investigations (FME)**
- Task 6: Hydrology/Hydraulic Design (MT)**
- Task 7: Preliminary (30%) Plans (MT)**
- Task 8: 60% Plans (MT)**
- Task 9: Public Involvement (MT/DF/EP)**
- Task 10: Benefit Cost Analysis (MT)**
- Task 11: Environmental Documentation (EP/MT)**
- Task 12: Permitting (MT/EP)**
- Task 13: Downstream Impact Analysis (MT)**
- Task 14: MOT/Signing and Marking (MT)**
- Task 15: Final (90%) Plans (MT)**
- Task 16: Advertisement (100%) Package (MT/DF)**
- Task 17: Construction Phase Services (MT/DF/FME)**

General services excluded from this scope of services are listed below.

- Right-of-Way and Easement Acquisition
- Utility Relocation Design
- Construction Inspection and Material Testing

McCormick Taylor expects that SCOR and the Town of Nichols will complete the following tasks and/or provide the following data.

- Provide access to all reports, data, and information in possession of SCOR or the Town that may prove pertinent to the work, such as existing plans, previous studies, and GIS data. This information is to be supplied in electronic format whenever possible.
- Plans of existing roadways as available.
- Existing aerial photography as available.
- All previously obtained existing survey information, including, but not limited to, survey and digital terrain model (DTM) information, plat and boundary research and documentation, parcel information, and right-of-way data sheets.



PROJECT SCHEDULE

The project schedule is included as an attachment.

1. PROJECT MANAGEMENT

1.1. Project Management and Coordination

Project goals and objectives will be determined through coordination between McCormick Taylor (**MT**), the Town of Nichols (**TOWN**), and the South Carolina Office of Resilience (**SCOR**). **MT** will manage the project to conform to **SCOR** and the Office of State Engineer (OSE) requirements and standards. As portions of the project are located within the South Carolina Department of Transportation (SCDOT) right-of-way, SCDOT standards for highway construction and drainage and all federal standards will be followed where required. The process will include the following.

- 1.1.1. **MT** will provide a Project Manager responsible for overseeing all tasks related to the contract.
- 1.1.2. **MT** will conduct a preliminary site visit to gain greater familiarity with the project location and identify potential issues.
- 1.1.3. **MT** will facilitate a project kickoff meeting with **SCOR** and the **TOWN** to discuss the project.
- 1.1.4. **MT** will attend project meetings with the **TOWN** and **SCOR** Project Managers and other staff as necessary. **MT** will facilitate four (4) design briefings (i.e., Preliminary, 60%, 90%, and 100%) to discuss milestone submissions with **TOWN** and **SCOR** representatives.
- 1.1.5. **MT** will perform project organization, management, scoping, and progress meetings with **SCOR's** Project Manager and the **TOWN**. This scope assumes eighteen (18) virtual meetings. During the project design phase, these meetings will be monthly. During construction, these meetings will be every two (2) months as the project's construction administration progress meetings will occur more frequently. This task will include the preparation of project updates via word documents and handouts for the meetings, meeting minutes will be provided within three business days.
- 1.1.6. **MT** will prepare monthly invoices, status reports, and schedule updates.
- 1.1.7. **MT** will provide bi-weekly progress updates via email to include the following.
 - Actual start/finish dates for completed activities.
 - Actual start dates, expected completion dates, and physical percent complete for activities in progress.
 - Projected start/finish dates for future activities.
 - Updates with the latest information on the schedule for design activities and additional information that may affect the project's schedule.
- 1.1.8. **MT** will attend up to four (4) in-person project stakeholder meetings with **TOWN** staff, **TOWN** Council, and adjacent property owners.
- 1.1.9. **MT** will provide general project management duties as needed.

1.2 Quality of Product

- 1.2.1. **SCOR** requires services provided to be of the utmost quality. **SCOR** depends on **MT** to provide quality in the plans, specifications, reports, and any supporting material that is developed. **MT** will perform a thorough quality control check prior to any submittal.

Assumptions:

- Management time for the project is assumed to be thirty-six (36) months.

Deliverables:

- Monthly invoices and progress reports (assume 36)
- Updated monthly design schedule (assume 18 from Notice of Award to start of construction)
- Bi-weekly email progress reports
- Monthly virtual progress meetings

2. FIELD SURVEYS

2.1 Surveying

- 2.1.1. Davis & Floyd (DF) will perform field surveys to determine accurate elevations and locations of existing facilities (e.g., utilities, roadways, bridges, culverts, and any other unnaturally occurring appurtenances) for design purposes. All existing trees within the survey boundary will be located with diameter at breast height (DBH) and species provided.
- 2.1.2. All surveys will conform to the SCDOT "Preconstruction Survey Manual" (latest edition) and "The Standards of Practice for Land Surveying in South Carolina." These services will be provided under the direct supervision of and certified by a registered South Carolina Professional Land Surveyor (PLS).
- 2.1.3. MT will coordinate with DF regarding the survey limits and information captured. MT will review the survey data for completeness. Refer to DF's price proposal for additional information.

3. UTILITY COORDINATION

3.1. General Responsibilities and Duties

- 3.1.1. TELICS will coordinate the project development with all utilities that may be affected. All utility relocations will be handled in accordance with the SCDOT "A Policy for Accommodating Utilities on Highway Rights of Way" and Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. MT will coordinate with TELICS to support this task. Refer to TELICS proposal for detailed scope of services.
- 3.1.2. It is anticipated that utility relocations will not be required. The Utility Coordination component will be help coordinate locating utilities and to provide connections to existing utilities for site services.

4. SUE

4.1. SUE Process

- 4.1.1. TELICS will oversee the completion of the subsurface utility engineering (SUE) process, with coordination and oversight from MT. The project is to have a SUE recommendation done as specified in Task 3 prior to moving forward with SUE as outlined in the scope below. The MT Project Manager will provide approval of the submitted recommendation prior to beginning SUE on this project. Refer to TELICS proposal for detailed scope of services.

5. GEOTECHNICAL INVESTIGATIONS

5.1 Exploration

- 5.1.1. F&ME Consultants (**FME**) will perform all geotechnical field exploration, laboratory testing, subsurface data reporting, engineering analysis and design associated with this project.
- 5.1.2. **FME** will provide one (1) electronic copy of the Geotechnical Subsurface Data Report, one (1) electronic copy of the Preliminary Geotechnical Report, and one (1) electronic copy of the Final Geotechnical Report to **MT**. Upon acceptance of the report, **MT** will forward the report to **SCOR** and the **TOWN**.
- 5.1.3. **MT** will coordinate with **FME** to identify boring locations and will review for completeness of **FME**'s submissions.
- 5.1.4. **FME** will obtain any necessary permissions related to this task.
- 5.1.5. Pavement design is not part of this task and SCDOT standard pavement sections will be utilized. Refer to **FME**'s price proposal for a detailed breakdown of services provided under this task.

6. HYDROLOGY/HYDRAULIC DESIGN

6.1. Hydrologic and Hydraulic Modeling (PCSWMM)

- 6.1.1. **MT** will develop a current conditions PCSWMM model based on the site survey and GIS data. **MT** will verify and validate existing conditions and calibrate the model to reflect survey data obtained in Task 3, as well as input data, such as field verified drainage area, land uses, and precipitation data appropriate for a detailed final design model.
- 6.1.2. **MT** will prepare a proposed model that will evaluate the effectiveness of various stormwater facility alternatives within the sites. The effectiveness of the alternatives will be evaluated based on the 50%, 10%, 4%, 2%, and 1% chance 24-hour storm events. In addition to the typical design storms, **MT** will consider rain bomb (i.e., short duration, high intensity) events and anticipated climate change considerations regarding precipitation, drawing on the data and recommendations presented in the Strategic Statewide Resilience and Risk Reduction Plan and additional sources from Carolinas Integrated Sciences and Assessments (CISA). The final basis of design decisions will be reviewed and incorporated into the master model for confirmation of design parameters.
- 6.1.3. Within the stormwater facility and stormdrain design process, a more precision based approach will be needed (refer to Task 6.2). **MT** will prepare individual hydrologic and hydraulic models for each corridor or best management practice (BMP). For this design, **MT** will use the Rational Method, which will allow for the design of BMP control structures and pipe systems to properly detain stormwater within the sites and discharge it at the desired rate while providing the required freeboard. **MT** will also utilize the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 precipitation data for the design of the stormwater facilities. **MT** will use this information to size outfall protection and channel stabilization.
- 6.1.4. Throughout the hydraulic design process, **MT** will take care to consider the impacts the proposed drainage system and BMPs will have on the upstream and downstream areas. **MT** will consider various tailwater conditions to ensure the proposed BMPs will not create

a flooding issue farther upstream if they cannot drain effectively. Similarly, **MT** will conduct downstream analysis to determine if any downstream impacts may result from the improvements.

6.2. Stormwater Facility and Stormdrain Design

6.2.1. All hydrologic and hydraulic designs and documents will be in compliance with the following design criteria.

- SCDOT "Requirements for Hydraulic Design Studies" (latest edition)
- SCDOT "Standard Drawings" (latest edition)
- EPA National Pollution Discharge Elimination System (NPDES) as administered under General Permit by the South Carolina Department of Health and Environmental Control (SCDHEC)
- FEMA Regulation, 44CFR Chapter 1
- State Stormwater and Sediment and Erosion Control Regulations administered by SCDHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.; South Carolina State Water Law
- AASHTO "Highway Drainage Guidelines" (dated 2007)
- SCDOT "Stormwater Quality Design Manual" (dated December 2014)
- SCDOT "Supplemental Technical Specifications"

6.2.2. **MT** will utilize the PCSWMM model discussed in the above task coupled with the Rational Method to develop the stormdrain and various stormwater BMPs to be proposed. The proposed design will include implementation of wet pond and/or stormwater wetland, bioswales, and bioretentions. **MT** will prepare individual hydrologic and hydraulic models for each corridor or BMP. **MT** will utilize the NOAA Atlas 14 precipitation data for the drainage design to size outfall protection and channel stabilization. **MT** understands **SCOR** has identified the 25-year storm as the design event, which is in exceedance of the SCDOT design storm of 10 years.

6.2.3. **MT** will perform all aspects of the roadway drainage and drainage design following all guidelines for roadway surface drainage and sediment and erosion control. **MT** will evaluate the impacts of the existing hydrology due to the proposed project. Based on this evaluation, **MT** will examine design alternatives to control flooding and manage the runoff associated with the project. **MT** will prepare designs for stormdrains, stormdrain outfalls, tidal flap gates, and energy dissipaters as necessary. **MT** will provide an erosion and sediment control plan to aid in controlling erosion during construction of the project.

6.2.4. **MT** will provide the roadway hydrologic services listed below.

- Establish design criteria.
- Perform field investigation(s) to:
 - Inventory the location and review the condition of the existing storm drainage appurtenances;
 - Determine the boundaries of tributary watersheds draining through the area;
 - Identify and evaluate the usability of drainage outfalls; and
 - Determine preliminary location of stormwater facilities, inlets, catch basins, and erosion and sediment control devices.
- Collect data by:
 - Reviewing previously completed studies, associated models, and previously collected data;
 - Finding land use data for existing and proposed developments;
 - Determining if there is any involvement in floodways or flood hazard areas;
 - Identifying flooding problems associated with the project based on historical

- information;
- Identifying receiving stream(s) for the project and cross check with SCDHEC's most current 303(d) list and table for water bodies with approved total maximum daily loads (TMDL); and
- Obtaining plans of existing roads that will impact the project.

6.3. Engineering Services for Hydraulic/Hydrologic Design

- 6.3.1. **MT** will prepare the appropriate drainage basin map using existing topographic maps, information gathered from the field investigation(s), and available information from federal, state and local agencies.
- 6.3.2. **MT** will perform a hydrologic study of the watershed(s) affected by the project.
- 6.3.3. **MT** will verify the adequacy of the existing storm drainage facilities.
- 6.3.4. **MT** will prepare a report summarizing the findings of the hydrologic analysis and computations, including cost estimates for upgrading any undersized stormwater appurtenances affected by the proposed improvements.
- 6.3.5. **MT** will attend Design Field Review (DFR) and any field meetings.
- 6.3.6. **MT** will update the drainage design as necessary to meet project, utility, and right-of-way needs and incorporate it into the construction plans.
- 6.3.7. **MT** will identify and incorporate necessary drainage improvements into the roadway construction plans.
- 6.3.8. **MT** will provide quality control/quality assurance (QA/QC) of the hydrologic and hydraulic design for completeness, correctness, accuracy, and consistency with the above referenced standards.

6.4. Erosion Prevention, Sediment Control, and Comprehensive Stormwater Pollution Prevention Plan

- 6.4.1. **MT** will prepare an erosion and sediment control plan for inclusion in the construction plans, outlining methods for minimizing the amount of erosion and sedimentation during construction and for conformance to the NPDES General Permit. The plan will be detailed on the drainage sheets prepared for the project. **MT** will prepare the Notice of Intent (NOI) and NPDES General Permit application and obtain necessary approvals from SCDHEC and the **TOWN**. **MT** will prepare a Comprehensive Stormwater Pollution Prevention Plan (C-SWPPP) per the SCDHEC checklist.
- 6.4.2. **MT** will identify the receiving stream(s) for this project. After this determination has been made, the stream(s) will be cross-checked with SCDHEC's most current 303(d) list and table for water bodies with approved TMDLs to see if the receiving stream(s) has either an approved TMDL or a soon-to-be TMDL target date. If listed, **MT** will provide the necessary BMPs to bring the project in conformance with SCDHEC requirements. This process will also be updated prior to construction.
- 6.4.3. **MT** will prepare and sign the NOI as Preparer and submit it to **SCOR** and the **TOWN** for signatures. **MT** will then submit the NOI to SCDHEC for approval.
- 6.4.4. **MT** will provide QA/QC of the erosion and sediment control plan for completeness, correctness, accuracy, and consistency with the above referenced standards.

6.5. On Site Meetings

- 6.5.1. Representatives from **SCOR**, the **TOWN**, and **MT** (those involved in the hydrologic design) will attend one (1) DFR meetings of the project during the preliminary plan development and one (1) during the 90% construction plan development. All information gathered during the review will be evaluated and plans revised accordingly. **MT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. **MT** will provide a summary of each field review.
- 6.5.2. All services described herein will be conducted with reference to SCDOT requirements and guidelines, such as "Requirements for Hydraulic Design Studies," the "Plan Preparation Guide," and "Standard Drawings".

Assumptions:

- *The drainage plan view, details, and profiles will be included in the plan production tasks.*

Deliverables:

- *Drainage Report*
- *NPDES permit application*
- *One (1) signed and sealed set of electronic PDF files of the drainage sheets will be provided for inclusion in the final construction plans*
- *One (1) electronic PDF file of the signed and sealed Stormwater Management Design Study/Report, including the Stormwater Pollution Prevention Plan (SWPPP) Checklist*
- *One (1) hard copy and one (1) electronic PDF file of correspondence to the local municipal floodplain coordinator(s)*

7. PRELIMINARY (30%) PLANS

7.1. Preliminary (30%) Design

- 7.1.1. **MT** will develop a preliminary (30%) design that will consist of a report and plans as outlined below. This design level will establish locations of the proposed improvements and approximate improvements to the watershed this plan will result in.
- 7.1.2. The preliminary design will include pathway layouts, conceptual passive play areas and amenities, pavilion, bathroom, parking, boardwalk, and stormwater management facilities. This level of design will be used to facilitate the public engagement process and garner ideas and input from the community.
- 7.1.3. **MT** will consider alternatives between varying stormwater facility types and improvements to the site's drainage scheme.
- 7.1.4. **MT** will develop the plans in accordance with Chapter 5 of the OSE Manual for Planning and Execution of State Permanent Improvements. The hydrologic and hydraulic design and layout for the stormdrain systems are accounted for in Task 6.

7.2. Design Criteria

- 7.2.1. Prior to beginning development of the preliminary plans, **MT** will prepare design criteria for the project. The criteria will address all design features for roadway, hydraulic, typical section, and other design features.
- 7.2.2. As areas of the project are within SCDOT right-of-way, **MT** will conform to the following SCDOT and FHWA design standards during plan development for areas within SCDOT

right-of-way and where applicable within the remainder of the site.

- SCDOT "Standard Specifications for Highway Design Construction" (latest edition)
- SCDOT "Road Design Reference Material" for MT Prepared Plans
- SCDOT "Standard Drawings for Road Construction" (latest edition)
- SCDOT "Standard Provisions"
- SCDOT "Roadway Design Manual" (latest edition)
- AASHTO "A Policy on Geometric Design of Highways and Streets" (2011 Edition) and other applicable AASHTO standards, such as "Bike and Pedestrian Manual" (latest edition)
- FHWA "Manual of Uniform Traffic Control Devices" (2009 Edition)
- SCDOT "Hydrologic and Hydraulic Design Manual"
- Other applicable SCDOT and FHWA design material

- 7.2.3. Preliminary plans will be developed and serve as the base documents for further refinement into the 60% Design, Final Design (90%), and Advertisement Package.

7.3. Preliminary Plans

- 7.3.1. **MT** will establish an alignment and profile in sufficient detail and in the appropriate format to clearly illustrate significant design features of the project.

- 7.3.2. The preliminary plans will include:

- Structure type, size, and centerline location (if necessary);
- Typical sections;
- Geometric controls (horizontal and vertical);
- Reference points;
- Detailed plan layout;
- Hardscape plans indicating proposed sidewalks and crosswalk improvements, including general dimensions and material selections;
- Development of preliminary stormwater facilities and storm drainage plan and type, size, invert elevation, and location of major drainage features, including outfall ditches, sediment basins and roadway ditches;
- Type, size, and location of major above ground utility facilities;
- Limits of existing right-of-way and adjacent properties;
- Limits and configuration of proposed right-of-way;
- Property lines, property parcel number, and ownership;
- Preliminary cost estimate; and
- Others as per SCDOT standards.

- 7.3.3. **MT** will provide QA/QC of the preliminary plans for completeness, correctness, accuracy, and consistency with the above referenced standards.

- 7.3.4. **MT** will address and respond up to one (1) round of **SCOR** and **TOWN** comments for the preliminary plan set.

- 7.3.5. Representatives from **SCOR**, **TOWN**, and **MT** will perform one (1) DFR meeting during the preliminary plan development. All information gathered during the review will be evaluated and the plans revised accordingly. **MT** will provide a summary of each field review. After the DFR has been completed **MT** will review comments made in the field and during the meeting and apply them to the plans.

- 7.3.6. **MT** will develop an opinion of probable construction costs based on the preliminary plans.

Deliverables:

- One (1) electronic PDF set of preliminary plans and one (1) electronic copy of all MicroStation files upon request
- Preliminary Design Report containing all computations and design methodologies
- One (1) electronic PDF copy of preliminary quantities and cost estimate
- One (1) in-person briefing meeting

8. 60% PLANS

8.1. 60% Design

- 8.1.1. **MT** will develop 60% plans as outlined below and will be based upon the community engagement and further development of the preliminary plans.
- 8.1.2. 60% plans will include further refinement of the site amenities including the walkways, passive play areas, boardwalk, pavilion, parking area, pre-manufactured bathroom structure, and stormwater facilities.
- 8.1.3. **MT** will develop these plans in accordance with Chapter 5 of the OSE Manual for Planning and Execution of State Permanent Improvements. The hydrologic and hydraulic design and layout for the stormdrain systems are accounted for in Task 6.

8.2. 60% Plans

- 8.2.1. Upon receipt of comments from the preliminary plans and DFR, **MT** will develop 60% plans. The plan sheets will depict property lines within and immediately adjacent to the project, property ownership, improvements on property, control of access, existing and proposed right-of-way, existing utilities, construction limits, and erosion control items that affect right-of-way requirements. Easements, both permanent and temporary, as a result of the proposed construction, will be shown. All plans will be in accordance with the OSE Manual and the SCDOT "Roadway Design Manual."
- 8.2.2. Property strip map sheets will depict all parcels of property adjacent to roadway within project limits and will be assigned a parcel number, the property owner identified (name and tax map reference number). Right-of-way acquisition is not anticipated for this project. Reduced scale property parcel drawings will be used as appropriate.
- 8.2.3. **MT** will provide cross-sections, at 50 feet in curves and 100 feet in tangent sections, at a scale of 1-inch equals 5 feet, showing the existing ground line, proposed template, pavement depth, curb and gutter, and sidewalks only where the existing road cross-section will be modified. In areas where the existing road section will remain the same, no cross-sections will be provided.
- 8.2.4. **MT** will provide QA/QC of the right-of-way plans for completeness, correctness, accuracy, and consistency with the above referenced standards.
- 8.2.5. **MT** will address and respond up to one (1) rounds of **SCOR** and **TOWN** support comments for the 60% plan set.
- 8.2.6. **MT** will develop an opinion of probable construction costs based on the 60% plans.

Deliverables:

- One (1) electronic PDF set of 60% plans and (1) one electronic copy of all MicroStation files upon request

- 60% Design Report containing all computations and design methodologies
- One (1) electronic PDF copy of preliminary quantities and cost estimate
- One (1) in-person briefing meeting

9. PUBLIC INVOLVEMENT

9.1. Public Involvement Support

- 9.1.1. **MT** will develop a public involvement plan and coordinate public involvement activities associated with the project.
- 9.1.2. **MT** will facilitate three (3) public meetings with support from **DF** and **Edwards-Pitman (EP)**. The intent of the preliminary public meeting will be to present the 30% design and garner input and suggestions from the community about the proposed stormwater improvements and site amenities. The second meeting will detail the final design of the project and garner feedback around the 90% project milestone. The final public meeting will be prior to commencement of construction to advise the public on the final design of the project and construction schedule.
- 9.1.3. **MT** will conduct up to five (5) one-on-one meetings with adjacent property owners/residents.
- 9.1.4. **EP** will develop and facilitate placement of advertisements/notices of public meetings and hearings, including the Eminent Domain Letter for surveying access. **MT** will provide the required background information to **EP** for this effort.

9.2. Public Involvement Plan

- 9.2.1. **MT** will develop a public involvement plan to effectively involve the public in the project's decision-making process. The plan will consist of a formal written strategy that will go into greater detail regarding the schedule and timing of various public involvement strategies. A draft of this plan will be provided during the kickoff meeting, and a final draft provided prior to the initial public meeting for review by the Town and **SCOR**.

Assumptions:

- Three (3) public meetings, with each one held shortly after the milestone submissions of 30%, 60%, and 100% (after award of construction contract) plans, and an option to host an online version of each meeting. **MT**, **EP** and **DF** will each provide 1 staff person per public meeting.
- **EP** will distribute flyers to local businesses and establishments open to the public, and printing costs will be reimbursed by **SCOR**.
- **EP** will place yard signs within the project limits, and printing cost will be reimbursed by **SCOR**.
- For mailers, printing and mailing expenses will be reimbursed by **SCOR**.
- **EP** will coordinate with **TOWN** and **SCOR** staff for use of either or both of **SCOR's** or the **TOWN's** website and social media. **MT** will provide routine updates to the account manager.
- **EP** will compose and place legal advertising for access to the property in the project area for surveys, geotechnical borings, and fields visits.
- All expenses will be reimbursed by **SCOR** for newspaper advertisements. **EP** will draft and provide the advertisements to the publisher.
- Meeting space will be held at a **TOWN**-owned facility and will be at no cost to the project team. Chairs and tables will be provided at no cost to the project team. In the event rentals are required, a supplement will be submitted to **SCOR**.

Deliverables:

- Electronic version of the public involvement plan
- Three (3) public meetings with an online option

- *Four (4), 24"x36" display boards per meeting*
- *One hundred (100) flyer copies for each public meeting*
- *Six (6) yard signs for each public meeting*
- *One hundred (100) mailers for each public meeting*
- *Website/social media content to **SCOR** and **TOWN**, updated routinely*
- *Three (3) sets of newspaper paid advertisements*

9.3. Public Meetings

- 9.3.1. **EP** will coordinate the date and location of the three (3) meetings with **SCOR** and **TOWN** personnel and will prepare the newspaper advertisement for the Public Notice.
- 9.3.2. **MT** will not provide security guards from local law enforcement agencies or private security firms for public meetings. **SCOR** or the **TOWN** may provide security guards at their own expense.

9.4. Meeting Materials

- 9.4.1. **EP/MT** will prepare the related public information meeting materials, such as displays, handouts, comment forms, and sign-in sheets. The information contained in handouts will be consistent with the information contained within the environmental document.
- 9.4.2. **EP/MT** will provide draft copies of all materials to be used in public meetings or hearings to **SCOR** and the **TOWN** for review a minimum of ten (10) business days prior to printing.

Assumptions:

- *Three (3) public information meetings*
- *Two (2) **MT** attendees per meeting, 1 **EP** attendee and 1 **DF** attendee*
- *Four (4) displays per meeting*
- *One hundred (100) copies of the handout per meeting*
- *Ten (10) copies of the comment form per meeting, which will also be available online*
- *Six (6) sign-in forms per meeting*

Deliverables:

- *Hard copies and electronic versions of displays, handouts, comment forms, and sign-in forms*

9.5. Meeting Responses

- 9.5.1. **EP/MT** will prepare responses to each comment received as a result of a public information meeting for **SCOR** and the **TOWN** to review and distribute.

Assumptions:

- *Three (3) public information meetings*
- *Fifty (50) comments received per meeting*

9.6. Private Meetings

- 9.6.1. **MT** will facilitate up to five (5) one-on-one private meetings with adjacent property owners or residents.
- 9.6.2. **MT** will prepare necessary documents to support the meetings and responses to comments received as a result of these meetings for **SCOR** and the **TOWN** to review and distribute.

Assumptions:

- *Five (5) one-on-one public information meetings*

10. BENEFIT COST ANALYSIS

10.1. BCA

10.1.1. **MT** will conduct a Benefit Cost Analysis (BCA) using the latest Federal Emergency Management Agency (FEMA) BCA Toolkit based on the design. It is understood that a BCA of one (1) is not required as part of this grant funding.

10.1.2. **MT** will develop the BCA for the 60% and 100% designs.

Deliverables:

- 60% BCA summary document and computations
- 100% BCA summary document and computations
- Inclusion of findings within the final Project Report

11. ENVIRONMENTAL DOCUMENTATION

11.1. NEPA-Level Review

11.1.1. **EP**, with support from **MT**, will provide the National Environmental Policy Act (NEPA) level environmental review as part of the project development and decision-making process. Refer to **EP's** price proposal for detailed breakdown of this task's scope of services and deliverables.

11.1.2. **MT** staff will coordinate with **EP** staff to provide the required project documents to support the NEPA environmental review.

11.1.3. **MT** will provide QA/QC of **EP's** deliverables prior to submitting to **SCOR**.

Assumptions:

- There is no federal review or approval of the Environmental Review Record (ERR) required.
- No formal Section 7 consultation is required.
- No cultural resources surveys or additional studies are required.
- No Phase 1 or Phase 2 Environmental Site Assessments will be conducted. As work is expected to remain within the SCDOT right-of-way, hazardous materials or underground storage tanks are not expected. In the event a Phase 1 or 2 assessment is required, a supplement will be submitted.
- The project is not expected to impact FEMA regulated floodplains and will result in a finding of No-Impact or No-Rise. "Based on the hydraulic analysis of the pre-construction and post-construction discharges, the planned drainage improvements will have no significant impact on either flood elevations or flood widths."

Deliverables:

- Refer to **EP's** price proposal
- **MT's** QA/QC review of **EP's** ERR

12. PERMITTING

12.1. Permitting Packages

12.1.1. **MT** will prepare and submit permit packages to the applicable regulatory agencies for review and issuance of required permits. It is anticipated to encounter non-tidal wetlands or waters of the US within the project limits. It is anticipated that the following permits will

be required.

12.2. USACE Jurisdictional Determination

- 12.2.1. **MT** will make a determination of the site, environmental, and/or navigational permits expected to be required for this project.
- 12.2.2. **MT** will delineate wetlands utilizing the three (3) parameter approach (hydric soils, hydrophytic vegetation, and wetland hydrology) set forth in the 1987 United States Army Corps of Engineers (USACE) "Wetland Delineation Manual." **MT** will also implement the appropriate regional supplement while delineating waters of the US.
- 12.2.3. **MT** will provide an assessment and documentation of site conditions as to the presence and/or absence of wetland areas. The jurisdictional determination corridor will be within the limits of the project.
- 12.2.4. **MT** will prepare and submit a Request for Jurisdictional Determination (JD) package to the USACE Charleston District. The package will include the project site location figures (e.g., county map, USGS topography map, and NRCS soil survey map) and an aerial photography figure depicting the surveyed jurisdictional boundaries of waters of the US (e.g., tidally influenced waters and any freshwater wetlands). Other items to be prepared and submitted with the JD Request package will include representative photographs of each wetland area or wetland types delineated within the project study area and wetland determination data forms of each wetland area and the adjacent upland. **MT** will provide any additional information requested by USACE necessary to secure the JD or approximation letter from USACE and include a copy of the JD or approximation letter with the permit application (by reference at a minimum) and/or, if applicable, in the environmental document.
- 12.2.5. **MT** will identify and mark any upland/wetland boundaries with sequentially numbered flags. Additionally, using sub-meter GPS and/or survey data, **MT** will plot the wetland boundaries on both a surveyed map (in a manner consistent with SCDOT's road design custom line style for wetlands and other waters of the US) and a Digital Ortho Quad or other acceptable aerial photography.
- 12.2.6. If a Clean Water Act (CWA) Section 404/401 permit is required, **MT** will include a separate biological assessment report regarding the project effects on any South Carolina State recognized rare, threatened, or endangered species.
- 12.2.7. **MT** will schedule a pre-application onsite meeting with the USACE Charleston District, SCDHEC, South Carolina Department of Natural Resources (SCDNR), and United States Fish and Wildlife Services (USFWS) to review the proposed project, discuss any particular regulatory concerns, and establish a timetable for acquisition of the permit. **MT** will make a determination of the aquatic significance of the stream and confirm these findings with resource and regulatory agency personnel.

12.3. Town of Nichols Grading/Building Permit

- 12.3.1. **MT** will follow the **TOWN's** grading/building permit process.

12.4. SCDOT Encroachment Permit

- 12.4.1. **MT** will coordinate with SCDOT for work completed along SCDOT-owned roadways, which include all the roads within the project limits.
- 12.4.2. **MT** will prepare and submit encroachment permits. It is anticipated that separate

encroachment permits will be required for each street and/or block impacted.

- 12.4.3. Due to the impacts to SCDOT roads, **MT** will host a pre-design meeting with SCDOT District 5 representatives to discuss the project and intended design approach.

12.5. SCDHEC NOI and C-SWPPP

- 12.5.1. Due to the area of disturbance, **MT** will develop a NOI and C-SWPPP and submit it to SCDHEC for approval. The **TOWN** is not a Municipal Separate Storm Sewer System (MS4) permittee, thus does not need to approve the NOI or C-SWPPP.

- 12.5.2. **MT** will provide prenotification to SCDHEC to engage expedited review.

12.6. SCDHEC General Permit

- 12.6.1. The proposed work will be within waters and/or wetlands; therefore, a permit through SCDHEC will be required. **MT** will attempt to reduce impacts so a General Permit will be applicable, which will satisfy both Section 401 and 404 permitting requirements.

- 12.6.2. **MT** will provide prenotification to SCDHEC to engage expedited review.

12.7. USACE Nationwide Permit

- 12.7.1. The proposed improved drainage system will be within waters and/or wetlands; therefore, a permit through USACE will be required. **MT** will attempt to reduce impacts so a Nationwide Permit will be applicable.

12.8. FEMA No-Impact Certification

It is anticipated that a no-impact to the 100-year water surface elevation can be achieved. The project will follow the City's Flood Ordinance. A No-Impact certification will be prepared and submitted to the Town's Floodplain Manager.

Assumptions:

- Impacts within the project site will include wetland fill/clearing impacts, stream fill, or stream bank armor. The SCDHEC General Permit or Nationwide Permit will be utilized to authorize impacts.
- One (1) on-site meeting with SCDHEC and USACE to review the site will be required during the jurisdiction determination process.
- Three (3) conference call meetings with the regulatory agencies will be required during the permitting process.
- One (1) on-site meeting with the regulatory agencies will be required during the permitting process.
- Water quality requirements will be based on SCDHEC requirements.
- Mitigation is not anticipated for this project. In the event mitigation is required, a supplement will be prepared.

Deliverables:

- JD package for submission to USACE (digital)
- JD Approval Letter from USACE
- GIS or MicroStation File of Delineation (NAD83 South Carolina State Plane, International Feet)
- A Section 404/401 permit application for submission to USACE (digital)
- GP Approval Letter from USACE
- GIS or MicroStation File of Final Permit Drawings (NAD83 South Carolina State Plane, International Feet)
- Town of Nichols Grading/Building/Zoning Permit
- SCDOT Encroachment Permit

- SCDHEC NOI and C-SWPPP
- SCDHEC/USACE General Permit
- Any additional requested information

13. DOWNSTREAM IMPACT ANALYSIS

13.1. Downstream Analysis

- 13.1.1. The downstream analysis (10% rule) requires the engineer to consider the project's downstream effects in terms of volume and peak runoff. **MT** will utilize the revised PCSWMM model for this process. The downstream limit will consider the receiving water body and downstream analysis point until the project site is 10% of the overall watershed.

Deliverables:

- One (1) electronic PDF copy of the Downstream Impact Analysis Report
- Inclusion of findings within the final Project Report

14. MOT/SIGNING AND MARKING

14.1. Maintenance of Traffic (MOT) Design

- 14.1.1. **MOT Plans:** **MT** will prepare MOT plans for the maintenance of vehicular and pedestrian traffic during construction. Standard SCDOT traffic control standard drawings and details will be incorporated into the plans by reference only. **MT** will not complete traffic analyses to determine impacts of the vehicular detour implementation.
- 14.1.2. **MOT Plans:** MOT plans will accommodate both vehicular and pedestrian traffic throughout the project corridor. Plans will conform to the following standards.
- SCDOT "Highway Design Manual" (latest edition)
 - FHWA "Manual on Uniform Traffic Control Devices" (latest edition)
 - SCDOT "Standard Specifications" (2007)
 - SCDOT "Rule on Work Zone Safety and Mobility" (October 1, 2007)
 - SCDOT "Standard Drawings"
 - SCDOT "Work Zone Traffic Control Procedures and Guidelines"
 - Any applicable SCDOT supplemental specifications

14.2. Signing and Pavement Marking Plans

- 14.2.1. Signing and Pavement Marking Plans will be prepared for the parking lot and any driveways within the site.
- 14.2.2. As the perimeter SCDOT roadway typical sections will not be changed, detailed pavement marking and signing plans will not be developed for the SCDOT roadways.
- 14.2.3. Within the advertisement package, notice will be provided instructing that the contractor will inventory and document all existing signing and pavement markings in the study and replace in-kind any signing and pavement markings impacted by project activities.

15. FINAL (90%) PLANS

15.1. Final (90%) Design

15.1.1. **MT** will develop 90% design plans as outlined below.

15.1.2. **MT** will develop final plans in accordance with Chapter 5 of the OSE Manual for Planning and Execution of State Permanent Improvements. The hydrologic and hydraulic design is accounted for in Task 6.

15.2. Final Roadway Construction Plans

15.2.1. **MT** will further develop the approved 60% plans into final (90%) design plans, which will include the following:

- Title sheet showing a location map, project layout, and index of drawings;
- Existing right-of-way and tabulation of drainage structures and pipes;
- Summary sheet of all estimated bid quantities and reference data sheet(s) with pertinent survey data;
- Details, including applicable standards, general construction notes, and additional clarifying construction details;
- General inclusion sheet of clarifying or explanatory notes;
- Plan/profile sheets, at a scale of 1 inch equals 20 feet horizontal and 1 inch equals 5 feet vertical, showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, curb and gutter, medians, sidewalks, driveways, construction limits, drainage, right-of-way, control of access, and easements;
- Proposed horizontal and vertical geometry;
- Cross-sections of drainage conveyances;
- MOT and maintenance of pedestrian plans with FHWA and SCDOT details incorporated; and
- Pavement marking and signing quantities.
- Pre-Manufactured Bathroom Structure, independent design and on-site built bathroom structure is not included within this scope of services.
- Utility design to allow for electric and water sources at the pavilion and within the parking area. Communications connection will be provided to allow the Town to install their proprietary security cameras system used elsewhere within the town. The existing connections will be utilized as the source feed for this project.
- Lighting will be limited to the parking lot area and pavilion site.

15.2.1. **MT** will prepare a project manual following OSE guidelines, including OSE standard documents, specifications, special provisions, details, and items necessary for letting.

15.2.2. **MT** will prepare a 90% engineer's estimate. This cost estimate will reflect the Base Bid along with each associated Bid Alternative if required.

15.2.3. **MT** will provide QA/QC of the final plans for completeness, correctness, accuracy, and consistency with the above referenced standards before submitting to **SCOR** and the **TOWN** for review.

15.2.4. **MT** will address and respond up to one (1) rounds of **SCOR** and **TOWN** comments.

15.2.5. Representatives from **SCOR**, the **TOWN**, and **MT** will perform one (1) field reconnaissance meeting during the final construction plan development. All information gathered during these field investigations will be evaluated and plans revised accordingly.

- 15.2.6. Prior to submittal for review, all plans will be thoroughly reviewed by MT for completeness, correctness, accuracy, and consistency with the above referenced standards.

Deliverables:

- Two (2) hard copies of the full-size set of 90% plans and one (1) set of electronic PDF files
- One (1) electronic copy of all MicroStation files
- One (1) electronic PDF copy of the 90% engineer's cost estimate, including utility relocation costs and construction duration estimate
- One (1) electronic PDF copy and one Microsoft Word copy of the project manual
- One (1) electronic copy of the 90% Report, including methodologies, design, and quantity calculations

16. ADVERTISEMENT (100%) PACKAGE

16.1. Advertisement (100%) Design

16.1.1. MT will develop the advertisement package as outlined below.

16.1.2. MT will develop the package in accordance with Chapter 5 of the OSE Manual for Planning and Execution of State Permanent Improvements. The hydrologic and hydraulic design and layout for the stormdrain systems are accounted for in Task 6.

16.2. Advertisement Package

16.2.1. MT will further develop the approved 90% plans into the advertisement package, which will include the following:

- Title sheet showing a location map, project layout, and index of drawings;
- Existing right-of-way and tabulation of drainage structures and pipes;
- Summary sheet of all estimated bid quantities and reference data sheet(s) with pertinent survey data;
- Details, including applicable standards, general construction notes, and additional clarifying construction details;
- General inclusion sheet of clarifying or explanatory notes;
- Plan/profile sheets, at a scale of 1 inch equals 20 feet horizontal and 1 inch equals 5 feet vertical, showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, curb and gutter, medians, sidewalks, driveways, construction limits, drainage, right-of-way, control of access, and easements;
- Proposed horizontal and vertical geometry;
- Cross-sections;
- MOT plans with FHWA and SCDOT details incorporated within; and
- Pavement marking and signing quantities.

16.2.2. MT will prepare special provisions, special details, and other necessary bid items outside the normal SCDOT or OSE specifications for project letting.

16.2.3. MT will prepare a final construction estimate. This cost estimate will reflect the Base Bid along with each associated Bid Alternative (up to three) if required.

16.2.4. MT will provide QA/QC of the advertisement package for completeness, correctness, accuracy, and consistency with the above referenced standards before submitting to SCOR and TOWN for review.

16.2.5. **MT** will address and respond up to two (2) rounds of **SCOR** and **TOWN** comments.

16.2.6. Signed and sealed construction plans will be provided to **SCOR**.

16.2.7. **MT** will provide the bid package to requested bidders digitally

16.2.8. **MT** will attend the pre-bid conference

16.2.9. **MT** will answer questions and help develop/issue addenda as needed

Deliverables:

- *Five (5) full size set of signed and sealed plans and one (1) set of electronic PDF files of the advertisement package*
- *One (1) electronic copy of all MicroStation files*
- *One (1) electronic PDF copy of the final engineer's cost estimate, including utility relocation costs and construction duration estimate*
- *One (1) electronic PDF copy and one Microsoft Word copy of the construction specifications and special provisions*
- *One (1) electronic copy of the construction quantity calculation*
- *One (1) electronic copy of the final Design Report, including methodologies and design calculations*

17. CONSTRUCTION PHASE SERVICES

17.1. Construction Support

DF will assist **MT** in providing construction phase services.

17.1.1. **MT** will provide bid phase services that will include;

- Oversee distribution of bid packages to potential bidders
- Develop and issue addenda as needed
- Attend pre-bid conference
- Respond to RFI's
- Attend bid opening
- Review lowest bidders proposed schedule and invoicing forms and provide feedback to contractor and **SCOR**

17.1.2. **MT** will provide the items detailed below, as well as other duties as deemed necessary during construction of the project.

17.1.3. **Pre-Construction Conference:** **MT** will attend a pre-construction conference and respond to questions by the contractor pertinent to **MT's** design.

17.1.4. **Shop Drawing Review:** **MT** will review and approve of shop drawings. Shop drawings will be reviewed for compliance with the intent of plans, specifications, and contract provisions. Shop drawing reviews of subcontract work will be performed on an advisory basis. **MT** will provide a letter of recommendation and/or comments as appropriate.

17.1.5. **Supplemental Design:** **MT** will provide design activities resulting from requests by the contractor or a change in existing field conditions that are not considered errors or omissions. **MT** will also prepare updated plans resulting from the design activities.

17.1.6. **Interpretation Support.** **MT** will provide interpretations of plans, specifications, and contract provisions as needed.

17.1.7. **Field Review Meetings.** **MT** will attend up to three (3) field review meetings as deemed necessary by **SCOR**.

- 17.1.8. **Construction Utility Coordination Meeting:** MT will attend the construction utility coordination meeting.
- 17.1.9. **Respond to Request(s):** MT will respond to request(s) made via email, telephone, and written by SCOR, the TOWN, SCDOT, utility companies, and/or the contractor.
- 17.1.10. **Record Drawings:** MT will revise the asbuilt surveys provided by the Contractor and prepare the record drawing package to be submitted to SCOR and the Town.

EXCEPTIONS/EXCLUSIONS

- Services requested by **SCOR** that are not included in one of the items listed above will be classified as out of scope services. **MT** may provide such additional services to support the project on a time and expense basis in accordance with **MT's** standard rate and reimbursable expense schedule.
- Drainage improvements are limited to the project outline depicted in Figure 1 and will not include areas outside of this boundary. If additional improvements are desired outside these limits, a supplement will be required.
- This proposal was prepared under the assumption that the roadways will be restored to previous geometric layout and typical cross-section, which includes roadway resurfacing and limited replacement of curbs, sidewalks, and ADA ramps that are impacted due to the installation of the drainage structures and pipes. Corridor wide replacement of sidewalks, curbs, and ADA ramps are not included within this scope of services.
- As this project is a drainage improvement project, the scope of services does not include retrofitting the roads within the project limits up to current SCDOT roadway design requirements. Only the drainage system will be designed to meet current design requirements. The roadway will be restored to pre-construction state.
- Utility relocation design is not included in this proposal and may be performed through a supplement.
- If Utility house connections will be impacted. Individual designs for these connections will not be provided beyond providing typical detail to guide the contractor in relocating the connection.
- In the event street light poles are impacted, direction will be provided to the contractor to temporarily remove and replace the light poles. No design or replacement with new fixtures will be provided. Additional street lighting design is not included in this scope of services.
- Roadway signage and pavement markings will be restored to pre-construction layout.
- Traffic studies or analysis are not included within this scope of services.
- Phase 1 or 2 Environmental Assessment Statement reports and Environmental Impact Statements are not included within this scope of services.
- Cultural resources and archaeological consultation, study, and reporting for the site of construction resulting from artifacts found at the site of construction during construction activities is not included within this scope of services.
- **MT** will not be held liable for the contractor's means and methods selected to construct the project.
- Pre- and post-construction property condition surveys and vibration monitoring are not included within this scope of services.
- **MT** will utilize flowable fill within all pipe trenches as required by SCDOT to limit vibration resulting from compaction.
- Review and analysis of contractor's claims for significant differing subsurface and physical conditions are not included within this scope of services.
- Construction staking is not included within this scope of services.
- Meetings with local, state, or federal agencies to discuss project-related issues or assistance with

response to permit requirements that become effective subsequent to the date of agreement for this scope of services are not included.

- Appearances at public hearings or before special boards not related to public involvement support are not included within this scope of services.
- Preparation for litigation, arbitration, or other legal or administrative proceedings, or appearances in court or at arbitration sessions in connection with construction incidents is not included within this scope of services.
- Construction inspection and associated activities beyond what is included in Task 17 is not included within this scope of services.
- Laboratory and field testing required during construction and of any special reports or studies on materials and equipment is not included within this scope of services.
- Observing factor tests and/or field testing of equipment that fails to pass the initial test is not included within this scope of services.
- Assisting in Davis Bacon and American Steel Verification during construction is not included within this scope of services.
- Assistance in financially related transactions for the project is not included within this scope of services.
- Where field conditions differ above and beyond those included in the construction contract documents, preparing documentation, including sketches of construction work for approval by **SCOR**, to supplement the drawings and specifications as may be required, or providing redesign, is not included within this scope of services.
- Services that involve making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the contractor, as well as services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the contractor, are not included within this scope of services.
- Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, labor, equipment, or energy is not included within this scope of services.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by the contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by contractor, or (5) failure of the contractor complete the work within the contract times is not included within this scope of services.
- Special services in connection with partial utilization of any part of the project by the **TOWN** or others prior to substantial completion that requires the project to work additional hours or requires the employment of additional onsite personnel is not included within this scope of services.
- Evaluation of claims submitted by the contractor or others in connection with the work is not included within this scope of services.
- Verification of or supporting documentation for grant compliance during construction is not included within this scope of services.

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SUMMARY OF SCOPE

Davis & Floyd (D|F) will support McCormick Taylor (MT) with the Town Nichols Battle Park Project (Project) for the South Carolina Office of Resilience (SCOR) through survey services, landscape architecture support and design, and construction coordination.

MT is providing services to SCOR to support the Town of Nichols (Town) in its goal of designing and constructing a new stormwater park. D|F's tasks and deliverables in support of MT are listed below:

TASK A – PROJECT MANAGEMENT

- A.1. Project Management and Coordination (of D|F Services):
 - a. Scheduling and schedule maintenance
 - b. Progress monitoring
 - c. Project records
 - d. Coordination and liaison with MT and Town (as defined below)
- A.2. Meetings:
 - a. Attendance at Project kick-off meeting
 - b. Attendance of progress set meetings at 30%, 60%, and 90% completion of the construction documents.

TASK B – SURVEYING

- B.1. D|F will perform topographic and existing conditions survey to support design and construction of a new stormwater park and drainage improvements within the project area, as identified in Exhibit A:
 - 1. TMS:702701000000
 - 2. Boundary
 - 3. Topography
 - 4. Existing Trees
 - 5. Existing Structures
 - 6. Site Features
 - 7. Utilities & Storm Drain

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Field survey will be collected relative to or transformed to the following coordinate systems/datums:

- a. The horizontal, or x-y, coordinate system of all field survey performed as a part of this project will be tied to the North American Datum of 1983 (NAD83) South Carolina State Plane Coordinate System, with the international foot as the unit of measurement (SC83IF).
- b. The vertical, or z, coordinate system of all field survey performed as a part of this project will be tied to the North American Vertical Datum of 1988 (NAVD88)

TASK C – LANDSCAPE ARCHITECTURE

C.1. D|F will provide landscape architecture services to include:

- a. Preliminary Site Design and Master Planning for the park.
 1. Prior to the development of construction documents, D|F will work with the town and other stake holders to develop a conceptual master plan for the park. The master plan will layout the requested program elements from the Town and stakeholders that will guide the construction document phase. Program elements may include but are not limited to, stormwater ponds, structures, trails, recreational equipment, parking lots, and other infrastructure. The final deliverable will include a color rendered master plan for Battle Park.
- b. Renderings to support MT's design development, permitting, and public engagement. Such renderings are expected to include:
 1. Color rendered master plan of the proposed park improvements.
 2. Assist in presentation exhibits that will help visualize key areas of the project.
- c. Construction Drawings and Documents.
 1. D|F will assist MT in the production of construction drawings, details, and specification needed to implement the master plan for Battle Park. Drawings will include hardscape layout, grading plans, landscape plan, and corresponding details.
 2. Construction documents will be submitted at 30%, 60%, and 90% for review by the client.
 3. D|F will assist MT in the development of a estimate of probable cost for the construction of the project.
 4. D|F will help in the production of a landscape maintenance manual for the client.

C.2. Public Engagement Support

- a. D|F will provide MT with support of public engagement services required for the Project assumed to be provided on or around MT's 30% and 90% design deliverables. Such services are anticipated to include:

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1. The production of presentation exhibits including conceptual plans, renderings, and 3d perspectives.

TASK D – ARCHITECTURAL DESIGN & STRUCTURAL ENGINEERING

D.1. D|F will provide Architectural and Structural Engineering services for the pavilion and restroom facilities at Battle Park.

a. Preliminary Design

1. Prior to the development of construction documents, D|F will work with the client and stakeholders to develop conceptual sketches and perspectives for a pavilion and restroom facility for the park. This process will include discussion during the kickoff meeting to determine design style, size, amenities, and other key features to the structures. D|F will produce and submit one round of conceptual sketches for review and feedback from the client and stakeholders. Upon the completion of the review, D|F will proceed with finalizing the conceptual design of the pavilion and restroom.

b. Construction Drawings and Specifications

1. D|F will assist MT in the production of construction documents for the pavilion and restroom facilities. Drawing will include all necessary documentation for the construction of these structures, including structural, mechanical, and electrical engineering design.
2. D|F will also provide all necessary specification documents as they relate to the architectural, mechanical, and electrical plans.

c. Bidding and Construction Services

1. D|F will also assist MT through the bidding process by providing responses to “Request for Information” requests submitted by the contractor as they relate to the pavilion and restroom facilities.

TASK E – ASSISTING IN THE FACILITATION OF TWO IN PERSON PUBLIC MEETINGS. DESIGN CONSTRUCTABILITY REVIEW

D|F will, at or around the 30%, 60%, and 90% design delivery milestones and upon MT provision of the associated design submittal, perform a constructability review of MT design drawings. As part of this task, D|F will provide comments, questions, and / or recommendations related to constructability on the reviewed drawing sheets. D|F will be available for up to two (2) review meeting to discuss review comments for each of the 30%, 60%, and 90% milestone reviews.

TASK F – CONSTRUCTION COORDINATION

D|F will provide construction coordination with the MT team and Contractor. Scope and fees are based on a construction duration of 6 months. Specific tasks/services to be provided include the following:

F.1. Project Administration:

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- a. Attendance at MT-led pre-construction public engagement session.
- b. Engagement with the Contractor, and MT:
 - 1. Attendance of pre-construction meeting.
 - 2. Attendance of bi-weekly progress meetings .
 - 3. Attendance of bi-monthly coordination meeting with MT.

F.2. Construction Observation and Contract Administration:

- a. Site observation and liaison with MT and to include:
 - 1. Conduct Weekly onsite observations of the general progress of the work in support of determining if the work is generally proceeding in accordance with the construction contract documents.
 - 2. Provide consultation to MT regarding observed deficiencies in the Contractor's work and recommend whether the work should be corrected or rejected, or should be uncovered for observation, requires special testing, inspection, or approval.
 - 3. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions.
 - 4. Provide final site inspection upon completion of construction.
- b. Contract Administration:
 - 1. Review and coordination with MT on RFIs
 - 2. Review and coordination with MT on Submittals
 - 3. Review and Coordination with MT on shop drawings
 - 4. Review of pay applications for conformance to the contract documents.
 - 5. Monthly review of contractor certified payroll for conformance to Davis Bacon wages

TASK F EXCEPTIONS: Services requested by MT that are not included in one of the items above will be classified as out of scope services. D|F may, upon authorization by MT, provide such additional services to support the project on a time and expense basis in accordance with D|F's standard rate and reimbursable expense schedule. Additional services may include, but are not limited to:

- a. Review and analysis of contractor's claims for differing subsurface and physical conditions.
- b. Construction staking

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- c. Meetings with local, State, or Federal agencies to discuss project-related issues; assistance with response to permit requirements that become effective subsequent to the date of agreement for this scope of work.
- d. Appearances at public hearings or before special boards, not related to public relations support included in this Scope.
- e. Supplemental engineering work necessary to meet the requirements of regulatory or funding agencies.
- f. Special consultants or independent professional associates requested or authorized by MT.
- g. Preparation for litigation, arbitration, or other legal or administrative proceedings, or appearances in court or at arbitration sessions in connection with MT design, change orders or construction incidents.
- h. Environmental assessment report and/or environmental impact statement as requested by MT or regulatory agencies.
- i. Cultural resources or archaeological consultation, study, and/or reporting for the site of construction requested by MT or regulatory agency or resulting from artifacts found at the site of construction during construction activities.
- j. Laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by MT.
- k. Observing factory tests and/or field testing of equipment that fails to pass the initial test.
- l. Assistance in financially related transactions for the project.
- m. Special reports requested by MT concerning facilities operation and personnel matters during the operation startup period.
- n. Where field conditions differ above and beyond those included in the Construction Contract Documents, preparing documentation including sketches of construction work for approval by MT, to supplement the drawings and specifications as may be required; and providing redesign if required.
- o. Services supporting MT making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the contractor; and services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the contractor.
- p. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, labor, equipment, or energy.
- q. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by the contractor, (3) acceleration of the progress schedule involving service beyond normal

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working hours, (4) default by contractor, and (5) failure of the contractor complete the work within the contract times.

- r. Special services in connection with partial utilization of any part of the project by the City or others prior to substantial completion which requires the project to work additional hours or requires the employment of additional onsite personnel.
- s. Evaluation claims submitted by the contractor or others in connection with the work.
- t. Verification of or supporting documentation for grant compliance during construction

(End of Engineer's Scope of Services)

December 14, 2023

Jason Hetrick
McCormick Taylor
1441 Main Street
Columbia, SC 29201

RE: Environmental Review Compliance
Town of Nichols Battle Park Stormwater Project

Mr. Hetrick,

Edwards-Pitman Environmental, Inc. (EPEI) is pleased to provide this proposal for environmental services to satisfy the US Department of the Treasury's requirements for environmental compliance under the American Rescue Plan Act (ARPA) of 2021 associated with proposed construction of Battle Park, located at the old Head Start School property in the Town of Nichols. It is our understanding that the new park is approximately fourteen acres in size and would include walking trail, stormwater improvements, parking, landscaping, and open green space. Furthermore, it is our understanding that conforming with ARPA environmental requirements includes compliance with local, state, and federal laws, regulations, guidance, and Executive Orders (EO).

Scope of Services:

1. Comply with Section 106 of National Historic Preservation Act of 1966 by;
 - Conducting a desktop screening plus parcel data, background research, and field survey for historic resources.
 - Preparation of an environmental review letter to include photos, photo key, resource identification, and a Finding of Effects determination.
 - Desktop review of available records for archaeological resources (includes aerial, historic USGS topographic maps, and GIS).
 - Coordination with the South Carolina State Historic Preservation Office (SHPO) and with findings from these efforts as necessary. A hard copy of the findings will also be sent to the Catawba Tribal Historic Preservation Office (THPO).
2. Desktop to identify jurisdictional waters of the US (wetlands, streams, open waters), state and federally protected species or habitat. If floodplains are identified, complete Floodplain Management 8 Step analysis.
3. Other topics to be addressed from available desktop and publicly available online sources include:
 - Floodplain Management (EO 11988)
 - Wetland Protection (EO 11990)
 - Sole Source Aquifers
 - Air Quality
 - Impacts from area noise sources
 - Hazardous Waste / UST sites

- Dumps Landfills or Industrial Sites
 - Environmental Justice (EO 12898 / 14096)
4. A Findings Report that includes results of the field survey and background research. The document will also contain information from online sources and data reviewed.
- Project narrative
 - Purpose and Need
 - Level of review determination
 - Findings
 - Mitigation measures (if applicable)
 - Public Involvement Plan
 - Dates and details of actual events
 - Website statistics
 - Affidavit of publication and other notification methods
 - Public comments/responses received
5. Public Involvement
- Create Public Involvement Plan
 - Create and maintain project website (ESRI Arc GIS) to be hosted on the Town of Nichols / South Carolina Office of Resilience (SCOR) website
 - Conduct 2 Public Meetings with online option to participate:
 - Provide 1 staff to manage the meetings (McCormick Taylor to provide staff to answer questions about concept plans)
 - Includes planning for 2 meetings
 - Handouts, comment forms, and sign-in sheets
 - Meeting notifications to announce a 30-day comment period with 15 days before the meeting and 15 days after.
 - Post cards
 - Social Media posts (created by Edwards-Pitman posted by Town of Nichols)
 - Yard signs
 - Agency Stakeholder email to present NEPA review findings.
 - Comment Database and responses
 - Prepare comment response letters for the SCOR to mail out

Assumptions:

1. No restrictions to accessing the site for field surveys, and access to the entire property.
2. No formal Section 7 consultation is required.
3. No cultural resources surveys or additional studies are required.
4. The Town will post social media posts to their accounts.
5. Meeting space will be held at a Town owned facility and there will be no cost to the project team to rent or reserve a space. Chairs and tables will be provided at no cost to the project team.
6. No more than 100 total comments to summarize and respond to.
7. Post cards to be mailed using USPS Every Door Direct Mail (EDDM) tool to routes 29581-R001, R002, R004. The total number of post cards to mail is estimated to be 1400 for each event.
8. Yard signs will be general to the project and will reused for additional meetings if necessary.
9. McCormick Taylor to provide Newspaper Advertisement and concept displays.

10. Drafts of materials will be sent to SCOR and The Town of Nichols for review and approval.
11. Desktop review/ windshield survey will take place to identify the potential for hazardous materials or underground storage tanks properties.

Scope Does Not Include:

1. Avoidance measures to adverse effects.
2. Memorandum of Agreement (MOA).
3. Mitigation plan or recommendations.
4. Excavations/shovel testing, or artifact collection as part of the archaeology survey.
5. On site agency coordination.
6. Permitting of any sort.
7. No Phase 1 Environmental Site Assessments (ESA) for Underground Storage Tank/ Hazardous Waste sites will be conducted. In the event a Phase 1 or 2 ESA assessment is requested a supplemental scope and fee will be provided.

Fees:

Our fee for completing this scope of work, including labor, overhead, and profit is:

NEPA Screening Task 1-4 \$6,965.00

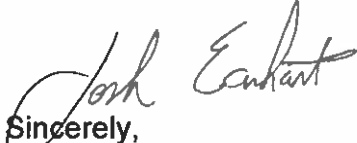
Public Involvement Task 5 \$21,411.06

Schedule:

We anticipate completion of the Findings Report within two months of work order authorization, signed proposal, or written notice to proceed.

General Remarks:

We appreciate the opportunity to present this proposal to you. ***Please return a signed copy in its entirety as formal authorization to proceed.*** The proposed fee is based on the Scope of Services defined above and the assumption that our services will be authorized within 180 days, and that others will not delay us beyond our proposed schedule. We have also attached the Edwards-Pitman Environmental, Inc. General Conditions, which provide additional terms and are a part of our agreement. If you have any questions, please Josh Earhart at (678) 932-2228. Thank you again for this opportunity.



Sincerely,
Edwards-Pitman Environmental, Inc.

Josh Earhart
Senior Environmental Project Manager

Attachments: General Terms and Conditions
Edwards-Pitman Fee Estimate

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm:

Authorizer's Signature:

Authorizer's Name (please print or type):

Authorizer's Title:

Date:



TASK 5 – GEOTECHNICAL EXPLORATION AND ENGINEERING SERVICES

General

The **CONSULTANT** shall provide final geotechnical exploration for drainage improvements. The exploration will be done by mechanical drill rig at three (3) planned stormwater control structures. The exploration will also include double ring infiltrometer tests for the three (3) of the stormwater BMP's/LID's. The final boring locations may be off-set from the footprints of the storm water structures due to utility conflicts and to try to prevent damage to trees. A report will be prepared that will outline the necessary information to provide guidance to the contractor on foundation improvements, shoring, general recommendations for dewatering, and infiltration at stormwater BMP's.

Field Exploration (General) – 5.1.1

Prior to beginning the subsurface field exploration, the **CONSULTANT** will notify the **TOWN** at least seven (7) days in advance so the **TOWN** can coordinate with the SCDOT, City staff, and property owners. The **CONSULTANT** shall comply with all SCDOT lane closure restrictions.

Boring locations will be located in or adjacent to the proposed new stormwater structures. Boring locations in the final exploration are expected to occur inside **TOWN or SCDOT Right-of-Way**. Borings and double ring infiltrometer tests will not occur on private property.

Clearance of utilities will be the responsibility of the **CONSULTANT**. A request for utility marking will be made to the Statewide Utility One-call Service (SC811) at least three (3) -days prior to field work. The **CONSULTANT** will mark utilities that are not marked by SC811 as part of Task 4. Information obtained in Task 4 will be shared with geotechnical staff prior to field exploration work.

Proposed boring locations will be determined by the **CONSULTANT**. The **CONSULTANT** will provide copies of the proposed subsurface exploration plan to the **TOWN and SCOR** prior to initiation of field work for review and acceptance. The subsurface exploration plan will include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

Borings – The boring locations will be located along the proposed project alignment.

Final Field Exploration – 5.1.2

Subsurface Exploration – A soil test boring or double ring test will be performed at identified locations. The following is a summary of the quantity and depth.

- Two (2) borings to ten (10) feet below the ground surface.
- Two (2) double ring infiltrometer tests at a depth of three (3) feet below the pavement surface in parking lots.
- One (1) composite bulk samples will be obtained from auger cuttings.

Other Testing Items – 5.1.3

Traffic control will not be needed.

At the completion of field work, test locations will be measured for latitude and longitude, elevation, and station by **CONSULTANT** with survey grade GPS equipment.

Field Engineering – **CONSULTANT** will provide oversight of operations by a field engineer technician and/or field geologist. Field personnel will consist of one (1) field services supervisor and/or one (1) geologist per drill rig. Soil Classification will be in accordance with USCS (ASTM D-2487). The Field Services Supervisor will have a minimum of three (3) years of experience in supervision of field equipment and field personnel and will coordinate field activities including clearance of underground utilities through South Carolina 811.

Laboratory Testing – **CONSULTANT** will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing on selected samples will evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing for the exploration is estimated to include the following: Four (4) natural moisture content tests, four (4) grain size distribution with wash no. 200 sieve, and four (4) moisture-plasticity relationship determinations (Atterberg Limits). In addition, the bulk sample will be tested for Standard Proctor.

Geotechnical Engineering Report – 5.2

The Final Geotechnical Engineering Report will be conducted in accordance with standard practice for similar commercial style projects. The report will discuss stormwater structure foundation improvements, general recommendations for dewatering, and available infiltration rate at stormwater BMP's.

Assumptions:

1. *Assume the Town of Nichols will provide access to the site.*
2. *Field work will occur on public property of the Town of Nichols. CONSULTANT is not responsible for obtaining permission to access private property.*
3. *Subgrade soils will be free of contamination. FME is not required to drum spoils.*
4. *Slope stability or settlement calculations for embankments and retaining walls are not needed and are not included.*
5. *Seismic design is not required and is not included.*
6. *Pavement is not affected by this project and pavement design is not included.*

Deliverables:

1. *Final geotechnical report electronically to SCOR and TOWN.*

TELICS Utility Coordination Scope – D30-N030-MJ – Battle Park:

- Identify, Research and Contact All utility owners through the project corridor.
- Identify Utility level of impacts through the corridor.
- Coordinate and Run All Utility Meetings and Distribute Minutes. (Including Weekly/Monthly, Kick Off, Pre-Construction and During Construction)
- Obtain Documentation from Utilities Claiming Prior Rights and Confirm.
- PUE Requests and Assist.
- SUE Requests and Assist.
- Submit Utilities' Markups for Review.
- Full Plan Reviews to Minimize and Avoid Utility Impacts. (Roadway, Drainage)
- Assist Engineer for All Areas for Clarity of Utility Impacts, Schedule, and Relocation.
- URA Packages Assist.
- Utility Encroachment Packages Assist.
- Assist Utility Owners with UEPD.
- UBO Plans (Preliminary through Final)
- Special Provisions
- Attend RDFI and CFI Meetings.
- Attend PLFI (if held) for Assistance.
- All Submittals/ Deliverables Will Be in The Electronic Format Currently Required By SCDOT

TELICS Utility Coord. Deliverables – D30-N030-MJ – Battle Park:

- Utility Meeting Coordination
- Utility Meetings Minutes
- Utility Relocation Schedule
- UBO (p)
- UBO (f)
- Special Provisions
- Utility Packages

TELICS Utility Coordination Exclusions – D30-N030-MJ – Battle Park:

- WET Utility Design Not Included.
- Preparation of Permit Drawings Not Included.
- Scope of Service Doesn't Include Work to Get Utilities Moved.



1/23/2024

South Carolina Office of Resilience (SCOR) **D30-N030-MJ – Town of Nichols, Battle Park - SUE**

Pursuant to McCormick Taylor's request for TELICS to provide a proposal to perform (Quality Level A, B, C, & D) Subsurface Utility Engineering (SUE) for the above referenced project the following is submitted for your consideration.

SUE SCOPE OF WORK & FEE ESTIMATE

TELICS or its Subcontractor will provide SUE (Quality Level A, B, C, & D) services for the SCOR - Town of Nichols – Battle Park project. TELICS or its Subcontractor will locate all public non-gravity utilities in the project limits. Project limits are established within Exhibit A on page 2 and are delineated with a red line. TELICS or its Subcontractor will perform at least 4 test holes in undetermined locations. It will be an additional fee for TELICS or its Subcontractor to perform more than 4 test holes. TELICS or its Subcontractor will provide a 3rd party traffic control company, if more than 4 test holes are needed there will be an additional fee for traffic control to cover any additional test holes. TELICS or its Subcontractor will provide record utility research, prior to the fieldwork being performed. TELICS or its Subcontractor will survey any paint or structures on this project and provide an AutoCAD map with the utilities and test hole information.

Assumptions: QL-A

- 1) No permits will be required (client will provide)
- 2) No special backfill is required
- 3) Vac Truck can access proposed test hole locations
- 4) No test holes will be dug in railroad right-of-way

TELICS or its Subcontractor will:

1. Use the pneumatic, dry, vacuum excavation method to expose utilities
2. Create sketch of the exposed utilities
3. Backfill with original spoils material
4. Use pneumatic hand tamp to compact spoils

DELIVERABLES

1. Blue Beam Field Sketch
2. Photos
3. .DWG(AutoCAD)
4. Test Hole Reports

FEE ESTIMATE

Level B (2 man Crew)	\$8,300.00
Level A (2 man Crew)	\$4,500.00
CAD Technician	\$2,500.00
Traffic Control	\$3,400.00
Utility Coordinator.....	\$700.00
Administrator.....	\$300.00
SUE Project Manager.....	\$1,200.00
<u>Expenses</u>	<u>\$3,350.00</u>
 Lump Sum	 \$24,250.00

Exhibit A:





Proposal Summary

Battle Park Stormwater Improvement Projects

Job No. TBD

Lump Sum Total	\$ 251,600.00 (a)
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Direct Costs Other Than Payroll	\$ 5,720.00 (b)
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Direct Costs of Services and Work Performed by Others:

Davis and Floyd	\$ 239,308.00
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FME	\$ 17,399.00
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Edwards Pitman	\$ 28,376.06
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TELICS UC	\$ 24,545.28
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TELICS SUE	\$ 24,250.00
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\$ 333,878.34 (c)

Subtotal (a)+(b)+(c)	\$ 591,198.34 (d)
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Total Cost	\$ 591,198.34 (f)
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Total Estimated Man-Hours:	McCormick Taylor, Inc.	1,715
	Subs:	
	Davis and Floyd	1,570
	FME	170
	Edwards Pitman	210

Total	3,665
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Engineer's Name:	McCormick Taylor, Inc. 1441 Main Street Suite 875 Columbia, SC 29201
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Fed. I. D. No.:	23-1683759
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Contact Person:	Jason Hetrick Assistant Director, Water Resources 803.978.2744
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Prepared By:	Jason Hetrick
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