

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this October 10, 2022, is by and between the City of Florence, a municipal corporation of the state of South Carolina, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

**TO CLIENT:**

City of Florence, SC  
324 West Evans  
Florence SC, 29501  
Attn: Clint Moore, Assistant City Manager

**TO AECOM:**

425 South Cashua  
Florence, SC 29501  
Attn: Kevin Krick, PE Project Manager

Claims-related notices shall be copied to:  
[AMER-DCSPProjectClaimNotices@aecom.com](mailto:AMER-DCSPProjectClaimNotices@aecom.com)

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

## 5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

## 6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

## **9. DATA RIGHTS**

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

**10. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

## **12. INSURANCE**

12.1 AECOM will maintain the following insurance coverages and amounts:

12.1.1 Workers Compensation insurance as required by Law;

12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;

- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

### **13. INDEMNITY**

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

**14. CONSEQUENTIAL DAMAGES WAIVER** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

**15. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

### **16. DISPUTES RESOLUTION**

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's

admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

**17. GOVERNING LAW** All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

## **18. TERMINATION**

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## **19. ASSIGNMENT**

19.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

**20. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**21. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**22. SEVERABILITY AND SURVIVAL** Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

**23. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**24. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**25. ORDER OF PRECEDENCE**

- Executed Change Orders
- Consulting Services Agreement Article 26
- Consulting Services Agreement Articles 1 through 25 and 27
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents


**26. SPECIAL TERMS AND CONDITIONS**

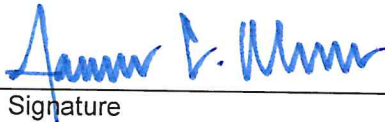
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**27. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.**

**CLIENT: City of Florence, SC**

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Signature

Porter Rivers, III, PE  
 \_\_\_\_\_  
 Printed Name

JAMES C. MOORE  
 \_\_\_\_\_  
 Printed Name

Associate Vice President  
 \_\_\_\_\_  
 Printed Title

ASSISTANT CITY MANAGER  
 \_\_\_\_\_  
 Printed Title

4/28/2022  
 \_\_\_\_\_  
 Date

10/24/22  
 \_\_\_\_\_  
 Date

Address  
 101 Research Drive  
 Columbia, SC 29203

Address  
 324 W. EVANS ST.  
 \_\_\_\_\_  
 (End of page) FLORENCE, SC 29501

**EXHIBIT A**  
**SCOPE OF WORK**  
**Stormwater Master Plan**  
**City of Florence**  
**April 25, 2022**

AECOM Technical Services, Inc. (AECOM) is pleased to submit to the City of Florence (Owner / Client) this scope of work for engineering and surveying services related to the development of a Stormwater Master Plan. Over the past decade, the City has experienced numerous hurricanes and high-intensity rainfall events that have caused repetitive flooding of streets, residences, and businesses. In an effort to be better prepared for future storm events, the City is seeking the development of a Stormwater Master Plan. The plan will include a public involvement process that may include surveys, public meetings, and interviews. Information will additionally be obtained through field investigation and existing mapping. A skeleton hydrology and hydraulic model will be developed to determine areas prone to flooding and identify potential flooding solutions.

AECOM's proposed scope of work for the Stormwater Master Plan consists of the following tasks:

**Task 1 – Assessment of Conditions**

1. AECOM will collect relevant base data, facility inventories, maps, aerial imagery, plans, ordinances, budgets, and billing information.
2. AECOM will evaluate the existing stormwater conveyance system, as necessary, to identify attributes of new, replaced, or removed infrastructure. AECOM will verify existing conditions with field surveys, CCTV inspections, and digitization of field construction documents (such as SCDOT plans) as appropriate. AECOM will only be evaluating the main trunk lines within the stormwater collection system.
3. AECOM will assess the existing GIS Inventory to determine the extent of work necessary for modifying the data to enable accurate hydraulic modeling.
4. AECOM will conduct an assessment of the current community characteristics and how they have evolved over the past 20 years.
5. AECOM will conduct an assessment of the City's current plans and ordinances related to stormwater management.

**Task 2 – Public Engagement**

1. AECOM will develop an outreach process that promotes the active engagement of a broad cross-section of stakeholders in the community, with efforts and accommodations made to include low-to-moderate income, minority, elderly, or disabled citizens. AECOM will conduct an outreach process that successfully translates technical information and is capable of being presented in an understandable way that engages the public.
2. AECOM will schedule public engagement functions that meet the needs of the planning process. AECOM will conduct public workshops (face to face or virtual) and meetings to publicize the



Stormwater Master Plan, develop goals and objectives, explore alternative viewpoints, and facilitate consensus for recommendations. It is anticipated that 3 public workshops and /or meetings will be necessary.

3. AECOM will schedule meetings and interviews with representatives of relevant City departments, and other organizations to document institutional history of stormwater management issues and public needs. Our budget includes 3 stakeholder meetings.
4. AECOM will maintain records of information gathered through the public engagement task for inclusion with deliverables.
5. AECOM may utilize website platforms to post updates, surveys, and other materials designed to keep residents, businesses, and other stakeholders informed, engaged, and involved in the planning process as necessary before and after each public engagement event.

### **Task 3 – Facility Inventory and Mapping**

1. AECOM will develop an existing GIS stormwater conveyance inventory to include new, replaced, modified, and removed GIS features and attributes for surface flows, inlets, pipes, detention areas, watersheds and sub-watersheds necessary for hydrologic and hydraulic modeling.
2. After acceptable accuracy is verified, existing facility information will provide a base condition to be supplemented with observations performed during the assessment of conditions. AECOM will perform field surveys as necessary to provide an acceptable base condition if accuracy of the GIS inventory is not verified. Mapping of facilities will be digitized in a format consistent with the mapping procedures, computer system and format used by the City. The final deliverable will be in ArcGIS format.
3. AECOM will identify and assess existing stormwater control measures (SCMs) and determine water quality treatment capacity. Where potential exists for water quality treatment retrofits to the SCM, this will be included as part of Task 5.
4. Potential sources of pollution will be identified and visually assessed as part of field investigation.
5. AECOM will expand the GIS stormwater inventory to include a layer for stormwater easements conveyed to the City, by interpreting and digitizing hardcopy easement documents on file with the City.

### **Task 4 – Hydrologic & Hydraulic Analysis**

1. AECOM will evaluate existing and estimate future land uses and development patterns through coordination with City staff.
2. AECOM will assist the City in verifying the desired level of service for stormwater facilities.
3. AECOM will provide technical guidance by summarizing performance criteria or guidelines used by comparable jurisdictions.
4. AECOM will estimate peak flow demands for the desired level of service from hydrological data (e.g., soils, present and future land use, topography, etc.) with calculations appropriate to the conditions being evaluated.
5. AECOM will identify areas without sufficient infrastructure to achieve the desired level of service based on drainage patterns, tributary areas, and maximum zoning coverage.

6. AECOM will calculate peak flows for major public system points, including surface concentrated flows, inlets, water quality features, pipes, junctions, detention areas, culverts, creeks, stream crossings, and other stormwater system components.
7. AECOM will estimate the hydraulic capacity of existing stormwater facilities using normal flow relationships for full pipe flow, open channel flow, weir flow, or orifice flow as appropriate with backwater profile procedures for non-uniform flow conditions, including tailwater conditions for major public system points.
8. AECOM will develop a water quality model for the City to determine cost-effective locations for water quality retrofits. Water quality modeling scenarios will iterate on a cost-benefit analysis to determine water quality improvement components that align with improved level of service.

#### **Task 5 – Master Plan Development**

AECOM will prepare a detailed Stormwater Master Plan (SWMP) with recommendations based on the outcomes of community engagement, assessment of conditions, hydrologic and hydraulic modeling, and future land use trends. Recommendations will include the following:

1. The level of desired commitment for use of Green Infrastructure (GI) / Low-Impact-Development (LID) will be specified for each section of the SWMP, at least including general goals, guidance for changes to public rights-of-ways, use when developing private property, and how those goals differ from minimum requirements.
2. AECOM will conduct a qualitative assessment of stormwater problem areas. This information will be prepared from interviews with City officials, complaint files, citizens' forums, and workshops that will allow residents an opportunity to share their concerns about stormwater, flooding, and water quality. Specific areas should be identified, with a priority ranking for analysis and possible remedial actions to be recommended in the Master Plan.
3. AECOM will provide conceptual alternatives for ideas received during public engagement and for areas identified as not meeting the desired level and/or scope of services during the H&H analysis, including modifications to existing infrastructure and new infrastructure.
4. AECOM will combine conceptual alternatives into a prioritized capital projects list, including a ranking by importance. Considerations for rankings should include severity of the stormwater flooding, area of impact, public safety benefits, project scale, affected individuals, properties, businesses, organizations, and other metrics deemed necessary by the AECOM and City staff to achieve the optimal level of scope and service.
5. AECOM will develop a Watershed Based Plan (WBP) in accordance with the EPA nine element plan format. This WBP will be suitable for SCDHEC approval for the purposes of future funding acquisition through the EPA Section 319 program.

#### **Task 6 – Implementation Plan**

AECOM will prepare an implementation plan that outlines a strategy to support development of the master plan. The implementation plan will include:

1. A preliminary 20-year implementation schedule for the highest priority capital improvement projects.
2. A detailed list of actions to implement the Master Plan. The actions should include a start date, completion date, preliminary cost estimates, financing options, and responsible parties.
3. An implementation strategy that describes the organizational structure and process that will be used to facilitate implementation of the SWMP and supporting tasks.
4. A description of the changes necessary within the comprehensive plan, zoning ordinance, development regulations or other locally adopted plans of the City to support the Master Plan, including a committed schedule for adopting such changes.
5. A conceptual cost estimate for implementation of each alternative.
6. A conceptual projected cost estimate for operation and maintenance of existing and new infrastructure, including staffing, equipment, and expected other expenses over a 20-year period.
7. A proposed 20-year budget including capital and maintenance items that is consistent with the established schedule.

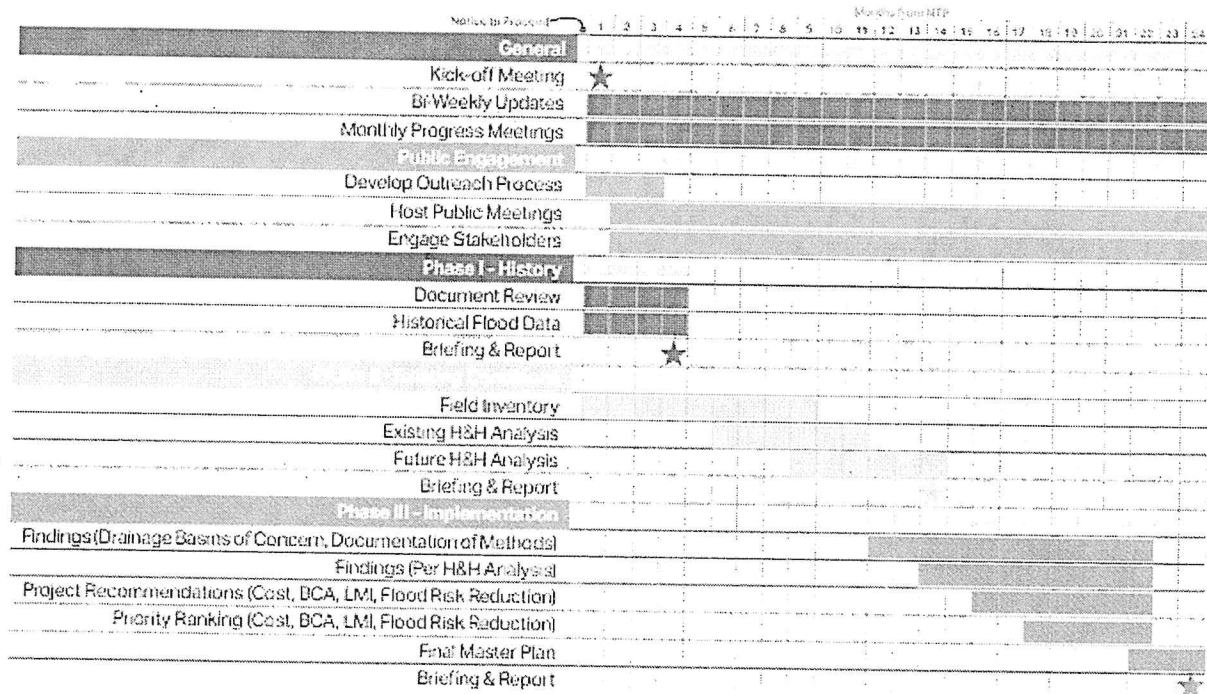
#### **Deliverables**

1. AECOM will document progress on tasks through interim reports, maps, drawings, and other presentation materials. Deliverables will be available in both hard copy and electronic formats. Presentations to City staff, stakeholders, and City Council may be necessary during development of the Stormwater Master Plan.
2. AECOM will prepare a final written report that includes comprehensive documentation of each task, based on the City's goals, as well as presentations to the City summarizing the process and findings. Three (3) hard copies of the report will be provided to the City.
3. AECOM will prepare a WBP as a stand-alone appendix within the Stormwater Master Plan Document. Relevant sections and calculations of the WBP will be included in the body of the Stormwater Master Plan.
4. AECOM will prepare a public education package including a PowerPoint presentation and a concise pamphlet for use by the City in ongoing public education activities and as a reference for new residents explaining stormwater basics like watersheds, City stormwater history, the Stormwater Master Plan, regulations, completed projects, and future goals.
5. AECOM will prepare visual displays for public presentations.
6. AECOM will prepare maps illustrating the recommended stormwater improvement projects.

## Project Schedule

AECOM will complete the tasks identified in this scope of services within 24 months from notice to proceed (NTP). Table 1 illustrates the proposed schedule submitted as part of the statement of qualifications.

**Table 1. Proposed Schedule for Completion of COF Stormwater Master Plan**



Milestone dates specified in the RFQ include the following:

1. Submit briefing report of historical flood data related to the City of Florence:
  - a. Completed within 4 months of executed contract.
2. Submit briefing report documenting Existing Conditions for the City of Florence Stormwater system:
  - a. Completed within 14 months of executed contract.
3. Submit briefing report identifying problem areas, implementation, and projects within LMI areas of the City of Florence:
  - a. Completed within 18 months of executed contract.
4. Submit final written report and conduct briefing:
  - a. Completed within 24 months of executed contract.

These milestone dates will be met but are subject to modification depending upon input from the City of Florence.

## Compensation

The services for Tasks 1 through 6 will be provided on a lump sum basis with fees estimated according to the itemization by task in Table 2:

**Table 2. Proposed Schedule of Fees for Stormwater Master Plan**

<b>Task</b>	<b>Total</b>
Task 1 – Assessment of Conditions	\$ 100,000
Task 2 – Public Engagement	\$ 50,000
Task 3 – Facility Inventory and Mapping	\$ 125,000
Task 4 – Hydrologic & Hydraulic Analysis	\$ 75,000
Task 5 – Master Plan Development	\$ 125,000
Task 6 – Implementation Plan	\$ 75,000
<b>Lump Sum Total:</b>	<b>\$ 550,000</b>

**EXHIBIT B**

**COMPENSATION AND PAYMENT**

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$ ] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ ). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
See Fee Schedule in Exhibit A	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$ ]

Other:

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule: *NA*

**2.1 HOURLY LABOR RATE SCHEDULE**

**2.2 OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

**6 PAYMENT**

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

(End of page)



AECOM Project Name: \_\_\_\_\_  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

**EXHIBIT C**

**SAMPLE CHANGE ORDER FORM**

In accordance with the Consulting Services Agreement dated \_\_\_\_ 20\_\_ between AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_\_ modifies that Agreement as follows:

1. **Changes to the Services:**


2. **Change to Deliverables:**

--

3. **Change in Project Schedule** (attach schedule if appropriate):

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4. **Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$.

5. **Project Impact:**

--

6. **Other Changes** (including terms and conditions):

--

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

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Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

[End of Agreement]

IN WITNESS WHEREOF the Owner and Contractor hereto have executed this contract on the day and date first above written in Three (3) counterparts, each of which shall be deemed an original contract.

Approved:

By: [Signature]

Name: Kevin V. Yokim

Title: Assistant City Manager

Date: 10/20/12

Approved:

By: [Signature]

Name: Lynwood F. Givens

Title: Purchasing Agent

Approved:

By: [Signature]

Name: Clint Moore

Title: Assistant City Manager

ATTEST:

By: [Signature]

Name: Casey C. Moore

Title: Municipal Clerk

OWNER: CITY OF FLORENCE, S. C.

By: [Signature]

Name: Randall S. Osterman

Title: City Manager

CONTRACTOR: AECOM

By: [Signature]

Name: Porter Rivers, III, PE

Title: Associate Vice President

AECOM Water Group, Southeast

Address: 425 S. Cashua Drive Ste. A  
Florence, SC 29501