SE-240
SMALL PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION PROJECTS

AGENCY: South Carolina Office of Resilience

PROJECT NAME: Orangeburg Stormwater Improvements

PROJECT NUMBER: D30-N055-SG

A/E NAME: Davis & Floyd

ADDRESS: 1940 Algonquin Road, Suite 301
Charleston, SC 29405

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: $5,190,952.20
   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: 2100 Bull Street, 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: Michael V. Horton
TITLE: Chief Engineering Officer | Executive Vice President
ADDRESS: 1940 Algonquin Road Charleston, SC 29405
TELEPHONE: (843) 554-8602 **EMAIL:** mhorton@davisfloyd.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 RESPONSIBLITIES

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 polices 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:

   $ 665,700.00

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:

   $ 0

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:

   $ 0

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://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate]. 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: Eric A. Fosmire
(Signature of Representative)

PRINT NAME: Eric Fosmire

PRINT TITLE: Chief of Staff & General Counsel

DATE: 23 October 2026

A/E:

BY: _____
(Signature of Representative)

PRINT NAME: Michael V. Horton, PE, CFM

PRINT TITLE: Chief Engineering Officer

DATE: 10/09/2026

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

August 28, 2026

Pamela Kendrick
South Carolina Office of Resilience
Infrastructure Program Manager
632 Rosewood Drive
Columbia, SC 29201

Re: Orangeburg Stormwater Improvements
Proposal for Professional Services
D&F Job Number: P14505.00/0002

Dear Ms. Kendrick:

Davis & Floyd (D|F) is pleased to present this proposal for professional services to support the South Carolina Office of Resilience (SCOR) and City and County of Orangeburg in the design and construction of stormwater drainage improvements in the vicinity of Adden Street in the City of Orangeburg, Ellis Avenue – Alternative 1 in Orangeburg County, and Warren Street in Orangeburg County.

Attached you will find our proposed Summary of Scope, accompanying exhibits, and fee summary report, further separated by SCOR project location as requested. We propose completing this work on a Lump Sum basis for the fee identified in the attached cost summary report with the Office of the State Engineer (OSE) Small Professional Services Contract Terms and Conditions (SE-240) as the contracting mechanism.

We truly appreciate the opportunity to be of service to SCOR and the Orangeburg community for this project. Should you have any questions or require additional information, please feel free to reach out to us.

Yours truly,

DAVIS & FLOYD

Michael V. Horton, PE, CFM
Chief Engineering Officer

Enclosures
Summary of Scope
Summary of Scope Exhibits A-C
Fee Summary Report

SUMMARY OF SCOPE

Davis & Floyd, Inc. (D|F) will provide project management, public outreach, data gathering, geotechnical investigation and reporting, environmental assessment, permitting, design, bidding, and construction observation and contract administration services to support the South Carolina Office of Resilience (SCOR) and City of Orangeburg (City) and Orangeburg County (County) through the design and construction of drainage improvements for the Orangeburg Stormwater Improvements Project.

Completion of any additional professional services not included in the following scope of services will be classified as Additional Services; these can be performed through a formal contract amendment.

TASK A– PROJECT MANAGEMENT

TASK A DESCRIPTION: D|F will provide Project Management and coordination services associated with the execution of the project. Expected tasks and deliverables are listed below:

A.1. Contract Administration:
- a. Project scheduling and progress monitoring
- b. Project records and correspondence.
- c. Liaison with SCOR and the County and the City.

A.2. Meetings:
- a. D|F anticipates the following Meetings:
  1. Project kick-off meeting
     - i. The project kick-off meeting will serve to confirm project objectives and goals, and establish project procedures, deliverables, schedule, QA/QC protocols, and communication/coordination plans.
  2. Monthly progress meetings:
     - i. Twelve (12) virtual monthly progress meetings will be held to summarize the work performed and to solicit input/feedback from SCOR, the City of Orangeburg and Orangeburg County.
  3. Site Visits:
     - i. One (1) single-day site visit to each of the three project areas with City, County and SCOR staff to discuss problem areas.
  4. Preliminary Stakeholder Design Input Meeting
     - i. One virtual meeting with City and County stakeholders to identify long-term main maintenance needs, limitations, and requirements prior to design.
  5. Design Review:
     - i. One-hour virtual design milestones meetings with SCOR and City and County Staff to discuss deliverables for each of the following design milestones:
       - a. 30% Design,
       - b. 60% Design,
       - c. 90% Design, and
       - d. 100% Design

A.3. Task A Deliverables:
- a. Meeting minutes from each of the meetings listed in §A.2.a.

TASK B – PUBLIC OUTREACH

TASK B DESCRIPTION: D|F will coordinate with SCOR to establish dates for public meetings to engage the local community in the design process. D|F will develop media and mapping to inform and solicit input from residents and the City and County during the design and review process. Expected tasks and deliverables are listed below:

B.1. Meetings:

a. D|F will attend public engagement meetings to engage and solicit stakeholder input during the early phases of design, before 30% design. Two meetings will be held the same day; one will occur in the Holly Hill community and will cover Warren Street, and the other will occur in Orangeburg and will cover Adden Street and Ellis Avenue.

b. D|F will attend final public engagement meetings to present the finished design (90% design) prior to bidding the project. Two meetings will be held the same day; one will occur in the Holly Hill community and will cover Warren Street, and the other will occur in Orangeburg and will cover Adden Street and Ellis Avenue.

B.2. Task B Deliverables:

a. Documents supporting public engagement meetings to be distributed by the City and/or County once approved by SCOR, the City, and/or the County and minutes from each of the meetings listed in §B.1.a.
    1. Documents supporting public engagement will include the following:
        i. Preparation of project boards displaying the project limits and proposed improvements.
        ii. Letter (8.5x11) size pdf flyer for distribution to participants by the City and County in printed or electronic form.
        iii. Door hangers for distribution to residents within the project areas.
            a. Quantity to be provided is estimated based on input from the City and County each structure will require one door hanger for each of the two public meetings. A total of 170 door hangers are included.
                i. Warren Street ~12-13 residences (15 door hangers per meeting, 30 total)
                ii. Orangeburg (Ellis Ave and Adden Street, estimated to be no more than 70 door hangers for each meeting, 140 total)

b. Informational yard signs for each meeting to be placed at meeting locations and project locations to be distributed by the City and/or County once approved by SCOR, the City, and/or the County.
    1. Adden Street – 4 signs per meeting (8 total) with two signs for each meeting to be placed at the project ends, one to be placed at the meeting location and a replacement sign.
    2. Ellis Avent – 5 signs per meeting (10 total) with two signs for each meeting to be placed at each end of the project along Ellis Street, one to be placed on Porter Street, one to be placed at the meeting location, and a replacement sign.
    3. Warren Street – 4 signs per meeting (8 total) with two signs for each meeting to be placed at the project ends, one to be placed at the meeting location and a replacement sign.

TASK C– DATA GATHERING

TASK C DESCRIPTION: D|F will provide field survey and data processing services to collect topographic, property, and utility information representative of existing project area site conditions at the time of survey. This information will be used to establish existing topographic conditions, establish the location of the right-of-way, develop the proposed design, prepare construction plans, and identify easements needed to affect the proposed work. In addition, D|F will engage ESP Associates, Inc, to perform subsurface utility

engineering (SUE) to identify potential utility conflicts. The approximate survey and data gathering extents are shown on Exhibits A through C.

C.1. Topographic and Right-of-Way Survey:

a. D|F will provide topographic and right-of-way survey services for the areas identified in Exhibits A through C.
    1. Topographic survey, as mentioned above, is generally defined as the collection of the location of existing features to include above/at grade features such as roads, fences, structures, vegetation, trees, and property corners/pins (as necessary to establish the ROW), above ground/at grade utility information, and ground shots to include existing grade elevations.
        i. Where accessible, storm drainage infrastructure and sanitary sewer infrastructure (to include pipe sizes, material, and invert elevations) will also be surveyed.
        ii. Information relating to domestic water and other utilities not readily accessible from the surface (i.e., buried water distribution mains, communications duct banks, will be collected using subsurface utility engineering (SUE) of varying levels as described in paragraph C.3.

b. Topographic survey will be collected relative to the following datums:
    1. Horizontal Datum: NAD 83 South Carolina State Plane International Feet (SC83IF).
    2. Vertical Datum: North American Vertical Datum of 1988 (NAVD88).

C.2. Easement Exhibit Preparation:

a. D|F will identify and prepare temporary and permanent easement exhibits for the City and/or County to facilitate acquisition of easements by the needed to complete the proposed work.
    1. Easement exhibits for up to twelve (12) parcels are included as a part of this scope of work. Additional Easement Exhibit Preparation is included in Section J.2.

C.3. Subsurface Utility Engineering:

a. D|F will utilize the services of ESP Associates, Inc, and this subconsultant will identify and locate wet and dry utilities within the topographic survey limits shown on Exhibits A through C utilizing the following methods:
    1. Quality Level D (QL-D): Compilation and review of available utility record information. This effort will occur during the early stages of the design process and will inform the effort to be performed in accomplishing the Quality Level C SUE work.
    2. Quality Level C (QL-C): Field survey of above ground features and field paint markings provided by utility-provided locate services (e.g., SC811). This information will be used to inform initial system layout and to identify conflicts with the proposed work.

C.4. Wetland Delineation:

a. D|F will hire The Brigman Company to evaluate each project area for wetlands and delineate those wetlands that are present within the project boundaries.
b. D|F or the subconsultant will survey these flags and prepare wetland exhibits for submission to USACE for a jurisdictional determination and to SCDES Bureau of Water for Section 401 Water Quality Certification.

C.5. Task C Deliverables:

a. AutoCAD Civil3D CAD file(s) representing the existing conditions topographic survey.
b. Easement Exhibits

C.6. Exceptions to Task C:

a. Topographic and Right-of-Way survey beyond the limits identified in §C.1.a.
b. Easement plats or easement exhibits beyond those identified in §C.2.a.1.
c. SUE beyond the limits identified in §C.3.a and associated subparagraphs.

TASK D – GEOTECHNICAL INVESTIGATIONS AND REPORTING

TASK D DESCRIPTION: D|F will provide, through subcontract with ESP Associates, Inc, geotechnical investigations to evaluate ground conditions, including infiltration rate, and develop project specific geotechnical recommendations. Field testing and laboratory analyses will be conducted to support recommendations for pipe trenching, replacement roadway sections, and other data relevant to the design and construction of the proposed work. Anticipated tasks include the following:

D.1. Field Investigations:

a. Up to twelve (12) borings will be completed at locations to be determined based upon the proposed drainage system layout. Borings will be drilled to a maximum depth of fifteen (15) feet and will include dynamic cone penetration (DCP) testing at two and one-half (2½) foot intervals. Soils will be visually classified in the field using the Unified Soil Classification System (ASTM D2487), with select samples collected for laboratory testing. Bore holes will be backfilled with the excavated material immediately upon completion of the bore.

D.2. Laboratory Testing:

a. Select samples will be subjected to laboratory testing and analysis and soil characteristics such as moisture content, grain size distribution, and Atterberg limits determined for each of the samples tested.

D.3. Geotechnical Reporting:

a. Field and laboratory data will be analyzed, and a project specific geotechnical report will be generated to inform the design process and be included within the Project Manual. The report will present the following:
    1. Field testing procedure
    2. Field testing location plan
    3. Soil test boring logs describing site soils and illustrating soil strata changes, field data, and ground water table data.
    4. Lateral earth pressures for use in design.
    5. Excavation considerations.
    6. Recommendation for pipe bedding, and trench backfill placement.
    7. Pavement section recommendations.
b. The draft report will be submitted to SCOR for review and comment with any comments addressed in the final report.

D.4. Task D Deliverables:

a. Draft geotechnical report for review.
b. Final geotechnical reporting.

D.5. Exceptions to Task D:

a. Borings beyond the number and / or depth specified in §D.1.a.

TASK E – HUD ENVIRONMENTAL ASSESSMENT DETERMINATION

TASK E DESCRIPTION: D|F will develop a Housing and Urban Development (HUD) Environmental Assessment (EA) Determination and Compliance Findings Report for each project site (three total) in accordance with 24 CFR Part 58 using HUD Environmental Assessment Determination and Compliance Findings for HUD-assisted projects as the outline for the report. Reporting will be submitted through the HUD Environmental Review Online System (HEROS). Supporting efforts associated with this determination will also include a Phase 1 Environmental Site Assessment, investigation of Historic/Cultural Resources, a Threatened and Endangered Species Survey and associated reporting, required Public Notices, and the preparation of supplemental documents, forms, and maps as necessary to complete the required HUD Environmental Site Assessment. Work associated with this task will be completed within one (1) year of an environmental-site-assessment-specific Notice to Proceed from SCOR which is expected at or around the completion of 60% design.

E.1. Phase I Environmental Site Assessment:

a. D|F will perform a Phase 1 Environmental Site Assessment in accordance with the ASTM International Standard Practice for Environmental Assessment ASTM E1527-21. Site reconnaissance and investigations will be conducted to assess on-site conditions with emphasis on indicators of contamination.
b. A search of available environmental records will be conducted utilizing a database search firm. Available records pertaining to the project area will be reviewed, and findings will be included as a part of the Environmental Assessment Determination and Compliance Findings Report.

E.2. Historic Preservation/Cultural Resources:

a. Section 106 Review Form:
    1. D|F will prepare a Section 106 review form, utilizing cultural resource background information pertaining to the project area. This form and required background regulatory information will be completed and submitted to the State Historic Preservation Office (SHPO) for review and comment. Responses to questions, comments, and requests for additional information will be prepared and re-submitted to SHPO.
    2. D|F will perform a desktop review of the project site utilizing the South Carolina Department of Archives and History ArchSite GIS public view map located at scarchsite.org.
b. Reporting:
    1. Results of the desktop archaeological survey will be reported in accordance with the requirements for a cultural resource letter report (“abbreviated report”), as listed in Section IV of the South Carolina Standards and Guidelines for Archaeological Investigations. This report will be submitted to SHPO for review and approval and will ultimately be submitted to the South Carolina Department of Archives and History in both hard-copy and electronic formats.
c. Tribal Consultation
    1. A HUD-required tribal consultation will be completed through transmittal of the “abbreviated report” to pertinent Tribal Historic Preservation Officer(s). Following submittal to the tribes, and during their review of the report, D|F, in coordination with SCOR, will respond to any comments or questions that may be generated.

E.3. Threatened and Endangered Species Survey:

a. Publicly available records will be obtained from the United States Fish and Wildlife Service (USFWS), to include USFWS Information for Planning and Construction (iPAC) data, and the South Carolina Department of Natural Resources (SCDNR) to determine if any threatened or endangered species have range encompassing the anticipated project limits.

b. Site visits will be conducted by The Brigman Company to determine the presence or absence of any threatened or endangered species whose range is identified to overlap the anticipated project limits, or habitat which would support such species.
c. Findings from both the review of agency records, and site visits will summarized in a report to be submitted to USFWS for concurrence and to SCOR for review.

E.4. Public Notices:

a. Portions of the anticipated project limits are located within the limits of the 1% (100-yr) regulatory floodplain or contain potential wetlands. In accordance with HUD regulations, D|F will prepare an "Early Public Notice for Activities in a 1% (100-yr) floodplain and/or Wetlands" and a "Final Notice and Public Explanation of a Proposed Activity in a [Floodplain or Wetland].
b. Upon issue, a "Finding of No Significant Impact (FONSI)" and "Notice of Intent to Request Release of Funds" will be published in the local newspaper (The Times and Democrat Newspaper) and submitted to all interested agencies, groups, or individuals. D|F will provide responses to comments generated by the public during the required public notice periods.

E.5. Task E Deliverables:

a. HUD Environmental Assessment composed of:
    1. Phase I Environment Site Assessment.
    2. Historic Preservation/Cultural Resources Survey:
        i. Completed Section 106 Form.
        ii. Desktop review of the project site in ArchSite.
b. Threatened and Endangered Species Summary (to be completed by The Brigman Company).Public Notices
    1. Early Public Notice for Activities in a 1% (100-yr) floodplain and/or Wetlands
    2. Combined Final Public Notice and Public Explanation of a Proposed Activity in a 1% (100-yr) Floodplain
    3. Finding of No Significant Impact (FONSI)
    4. Notice of Intent to Request Release of Funds
c. Summary Reporting:
    1. Three (3) hard-copies, two (2) bound and one (1) un-bound.
    2. Two (2) electronic disk copies.
d. Supplemental documents, forms, and maps as necessary to complete the required HUD Environmental Site Assessment as enumerated below.
    1. Supporting documentation for compliance determination to include:
        i. Airport Hazards
        ii. Coastal Barrier Resources
        iii. Flood Insurance
        iv. Clean Air
        v. Coastal Zone Management
        vi. Contamination and Toxic Substances
        vii. Endangered Species
        viii. Explosive and Flammable Hazards
        ix. Farmlands Protection
        x. Floodplain Management
        xi. Historic Preservation
        xii. Noise Abatement and Control
        xiii. Sole Source Aquifers
        xiv. Wetlands Protection
        xv. Wild and Scenic Rivers

E.6. Exceptions to Task E:

a. Shovel testing and/or Phase I / Intensive Cultural Resource Assessment (CRAS) required for positive shovel tests.
b. Phase II Environmental Site Assessment.
c. Update of any site forms for previously recorded structures (no GPS, no pictures, etc.)
d. Site forms for any and all unrecorded structures (no GPS, no pictures, etc.)
e. The NRHP Historic District nomination, individual nominations, MPS, and all other associated forms, and history / historic contexts will not be updated, revisited, or summarized within the final report.
f. Archaeological monitoring of any kind during construction.

TASK F – PERMITTING

TASK F DESCRIPTION: D|F will prepare permit applications and supporting documents and submit such to the appropriate permitting agency in support of SCOR, the City and the County in the application for permits necessary to affect the proposed work. D|F will oversee the renewal of the permits as necessary throughout the course of the proposed work and complete the required tasks to close-out permits once work is completed. Permits to be applied for and expected tasks associated with such are identified below.

F.1. Preparation and Submission of Permit Applications:

a. D|F will prepare permit applications for the permits identified below and deliver them to the County for execution. D|F will then submit permit applications to the supervising regulatory agency for consideration for approval. D|F will respond to and address comments generated by the agencies and re-submit such applications as necessary. D|F will prepare each of the following permit applications separately for each project site:
    1. South Carolina Department of Transportation (SCDOT) Encroachment Permit for Work anticipated to be performed within the SCDOT-owned rights-of-way of the following streets:
        i. Adden St (S-243)
        ii. Windsor St (S-181)
        iii. Ellis Ave (S-224)
        iv. Decatur St (S-596)
        v. Porter St (S-1279)
        vi. Warren St (S-1889)
    2. South Carolina Department of Environmental Services (SCDES) National Pollutant Discharge Elimination System (NPDES) Stormwater Permit for land disturbing activities.
        i. D|F will prepare the SCDES Notice of Intent (NOI) permit applications through the SCDES ePermitting Online Services Portal.
            a. This system requires that the permittee (The City and County) establish an account and electronically review, sign, and submit the NOI Permit application to SCDES. D|F will assist the City and County in this endeavor.
    3. United States Army Corps of Engineers (USACE) Section 404 Wetland Permit / SCDES Bureau of Water Wetland Section 401 Water Quality Certification (to be completed by The Brigman Company). Anticipated tasks are as follows:
        i. Pre-Application Meeting/Consultation:
            a. D|F will attend a pre-application meeting/consultation with USACE and SCDES Bureau of Water prior to formally submitting any joint USACE/SCDES wetland permit applications.
        ii. Submission of documents for (USACE) Section 404 Wetland Permit / SCDES Bureau of Water Wetland Section 401 Water Quality Certification.

F.2. Preparation of Supporting Documents:

a. Stormwater Pollution Prevention Plan (SWPPP):
    1. D|F will prepare a SWPPP for each project site (three total) for inclusion in the application for the SCDES NPDES Stormwater Permit as required by the permit application.
b. Supporting figures and maps:
    1. D|F will prepare figures and maps typically required to be submitted with the SCDES NPDES Stormwater Permit, SCDOT Encroachment Permit, and the USACE/SCDES joint wetland permitting applications.

F.3. Task F Deliverables:

a. SCDOT Encroachment Permit application and supporting documents for signature by permittee and submittal by D|F to SCDOT.
b. SCDES NOI Permit application and supporting documents for electronic signature and submittal by permittee (County).
c. SCDES NOI Permit application and supporting documents for electronic signature and submittal by permittee (City).
d. Joint USACE/SCDES wetland Nationwide Permit (NWP) application for signature by permittee and submission to USACE/SCDES by D|F.

F.4. Exceptions to Task F:

a. Preparation of permit applications and supporting documents beyond those listed in §F.1.a and associated sub-paragraphs.
b. Individual wetland permit or permittee responsible wetland mitigation plans as it is assumed that USACE Nationwide Permit (NWP) will be utilized and mitigation is not required.
c. Delineation of wetlands beyond that identified in §C.4.a.
d. Preparation and submission of a FEMA Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR). Project floodplain impacts are expected to be covered by “No-Rise” Certification for floodplain impacts.

TASK G – DESIGN

TASK G DESCRIPTION: D|F will develop the layout of proposed improvements based upon the drainage studies previously completed by the City of Orangeburg and Orangeburg County and SCOR and further evaluation of viable alternatives identified by D|F. A hydrologic and hydraulic analysis of the proposed improvements for the 50% (2-yr), 10% (10-yr), and 4% (25-yr) annual exceedance probability (AEP) design storm events will be performed. Analysis will also be performed to check the proposed improvements against the 2% (50-yr) and 1% (100-yr) AEP storm events, and, where practicable and within project budget limitations, the design will be adjusted to accommodate these higher magnitude storm events. Where viable alternatives to those proposed in the completed drainage study are found, D|F will present such to SCOR and the County for selection, based upon engineer’s recommendations and qualitative analysis, prior to completion of the 30% design. The proposed design will incorporate nature-based solutions such as bioswales, and plantings to enhance the and engage the community and improve water quality. D|F will further develop the proposed improvements into construction plans and associated details and project manual. D|F will also develop an opinion of probable construction cost for the proposed improvements and a benefit cost analysis (BCA) based on Federal Emergency Management Agency (FEMA) requirements.

G.1. Hydrologic and Hydraulic Analysis:

a. D|F will develop a hydrologic and hydraulic analysis of the existing and proposed drainage systems to verify the basis of the design, confirm sizing of the proposed drainage infrastructure (e.g., piping, channels, storage areas, etc.). The design storm event for the proposed improvements will be the 4% (25-yr) storm event. Existing and proposed stormwater systems

will be analyzed against, and hydraulic performance for the 50% (2-yr), 10% (10-yr), 4% (25-yr), 2% (50-yr), and 1% (100-yr) storm events and will assess hydraulic conditions downstream and demonstrate that the proposed improvements have no significant hydraulic impact on downstream properties.

b. Should modeled post-construction runoff rates exceed pre-construction runoff rates, D|F will perform a downstream impact analysis including portions of the downstream drainage system such that the project drainage are encompasses no more than 10% of the total basin area.

G.2. Construction Drawings:

a. D|F will develop the proposed improvements into construction drawings suitable for bidding by SCOR and the City and County. Cost estimates and drawings will be submitted for review and comment by SCOR and the City and County at the following design stages:
   1. 30% Design
   2. 60% Design
   3. 90% Design

b. After SCOR and City and County acceptance and prior to bidding, drawings will also be submitted to the Office of the State Engineer (OSE) for review and comment.

c. The proposed design will include utility coordination.

G.3. Project Manual:

a. D|F will develop a project manual utilizing Office of the State Engineer (OSE) American Institute of Architects (AIA) contract documents and forms, and D|F technical specifications. The project manual will be submitted for review and comment at the following stages of design and will be submitted to OSE for review and comment prior to bidding.
   1. 90% Design

G.4. Opinion of Probable Construction Cost:

a. D|F will develop an opinion of probable construction cost based on the construction plans and will submit this opinion of cost for review and comment at the following design stages:
   1. 30% Design
   2. 60% Design
   3. 90% Design
   4. 100% Design

G.5. FEMA BCA:

a. D|F will develop a BCA using the latest version of the FEMA BCA toolkit. D|F will submit the BCA and the BCA calculation dataset for review and comment at the following design stages:
   1. 60% Design
   2. 100% Design

G.6. Task G Deliverables:

a. Construction Drawings will be submitted for review and comment at the 30%, 60%, and 90% design stages, and 100% (final) Construction Drawings.

b. Opinion of Probable Construction Cost (OPCC) will be submitted for review and comment at the 30%, 60%, and 90% design stages, and 100% (final) OPCC.

c. Project Manual submitted at the 90% design stage for review and comment, and 100% (final) Manual.

d. FEMA BCA and the BCA calculation dataset will be submitted to SCOR for review and comment at the 100% (final) design stage.

G.7. Exceptions to Task G:

a. Design of stormwater infrastructure beyond the extents proposed in the drainage study previously completed by SCOR and the City and County.

B. Design of utility relocations other than those specified in §G.2.a.

TASK H – BIDDING PHASE SERVICES

TASK H DESCRIPTION: D|F will provide bidding phase services to assist SCOR and the City and County during the bidding process. All three projects are expected to be bid as a single contract. Expected tasks are as identified below:

H.1. Bid Management Services

a. Electronic hosting and distribution of bidding documents on the D|F file transfer protocol (FTP) website during the bidding process. D|F will share the advertisement for bid and a link to the bid document webpages for inclusion on the SCOR, the City, and the County websites.
b. Review and respond to bidder questions during the bidding process.
c. Updates to plans as necessary to respond to bidder questions.
d. Preparation and distribution of addenda to prospective bidders via the D|F FTP website.
e. Review of the bids received and preparation of a bid tabulation and recommendation of award package.

H.2. Meetings:

a. Pre-Bid Conference Meeting (Assumed to be in-person in Orangeburg).
b. Bid Opening Meeting (Assumed to be in-person at the SCOR Columbia Office).

H.3. Task H Deliverables:

a. Responses to bidder questions during the bidding process.
b. Updates to plans as necessary to respond to bidder questions.
c. Preparation and distribution of addenda.
d. Bid tabulation and recommendation of award package.

H.4. Exceptions to Task H:

a. Attendance of meetings beyond those identified in §H.2.
b. Re-bidding of the project.

TASK I – CONSTRUCTION ENGINEERING AND INSPECTION AND CONTRACT ADMINISTRATION

TASK I DESCRIPTION: D|F will provide construction observation (CO) and contract administration services (CA) to support SCOR and the City and County during the construction of the proposed improvements. At this time, a preliminary construction duration of 300 calendar days (270 calendar days to substantial completion, and 30 calendar days to final completion) has been assumed. The expected duration will be further evaluated at the 90% design stage, and the Task I scope of services can be adjusted at that time.

I.1. Construction Engineering and Inspection Services:

a. D|F will provide periodic construction observation services for approximately twelve (12) hours per week, approximately 5 days per month, for the construction duration. Services associated with this task will be performed by a D|F inspector on a part-time basis as previously identified and are expected to include:
    1. Attendance of biweekly (virtual) construction meetings.
    2. Receive and review contractor submittals and requests for information (RFIs).
    3. Adjust design drawings as necessary to accommodate field changes.
    4. Site/construction inspection observations and completion of daily log when on-site.
    5. Weekly SWPPP inspections.
    6. Coordination of inspections by Engineer to include monthly observations, inspection at substantial completion, final inspection, and a 10-month warranty inspection.

I.2. Contract Administration Services:

a. D|F will provide contract administration services to support SCOR and the County during the construction of the proposed work. Services associated with this task will be performed by the engineer or resident construction manager and are expected to include:
    1. Attend one Pre-Construction Conference.
    2. Attend weekly construction meetings as necessary and depending on current construction needs.
    3. Review and approve contractor-provided Davis Bacon and Section 3 reporting and applicable contractor and subcontractor interviews.
    4. Review and certify Contractor pay application requests.
    5. Review change order requests and, if approved, preparation of change order documents using OSE form SE-380.
    6. Observe completed work and work in progress monthly, at substantial and final completion, and at ten months following substantial completion. Such effort includes:
        i. Preparation of punch list at substantial completion.
        ii. Review of contractor's final deliverables to include:
            a. As-built drawings.
        iii. Completion of project closeout forms as required by OSE.
        iv. Review of punch list items following corrective action by contractor prior to final completion.
        v. Warranty inspection of the completed work ten (10) months subsequent to substantial completion, documentation and notification of the contractor of any such deficiencies, with the expectation that such deficiencies must be remedied prior to the expiration of the twelve (12) month warranty period.
    7. Preparation of an operation and maintenance plan.

I.3. Task I Deliverables:

a. Responses to Contractor RFIs and Submittals.
b. Daily work log.
c. Contractor provided Davis Bacon and Section 3 reporting and applicable contractor and subcontractor interviews to be submitted to SCOR with monthly pay requests.
d. Review and certification of Contractor pay requests.
e. Review of change order requests.
f. Preparation of change order packages for approved change orders.
g. Operation and maintenance plan.

I.4. Exceptions to Task I:

a. Inspection services beyond the weekly effort identified in §I.1.a.
b. Preparation of record drawings; which will be required of Contractor as part of the construction contract.

TASK J – ADDITIONAL IN-SCOPE SERVICES YET TO BE AUTHORIZED

TASK J DESCRIPTION: Additional Scope of Services items that D|F expects to be incorporated into this project, but for which the exact needs remain unknown, will be refined at or around 30% design and include following items:

J.1. Additional Subsurface Utility Engineering:

a. D|F will utilize the services of ESP Associates, Inc, and this subconsultant will identify and locate wet and dry utilities within the limits to be determined at 30% design. The initial budget estimate is based on the limits shown on Exhibits A through C:
    1. Quality Level B (QL-B): Designation of underground utilities utilizing geophysical methods (e.g., ground penetrating radar). QL-B methods will be applied following the initial layout of the proposed drainage system to confirm utility conflicts along the proposed route and to adjust the proposed infrastructure where possible to minimize conflicts. The budget estimate includes approximately 3500-4000 linear feet of QL-B.
    2. Quality Level A (QL-A): Location of utilities at select locations by way of test holes (pothole) or other means to confirm the size, location, and depth of the utility in question.
        i. Up to twelve (12) QL-A test holes are included as a part of the budget estimate.

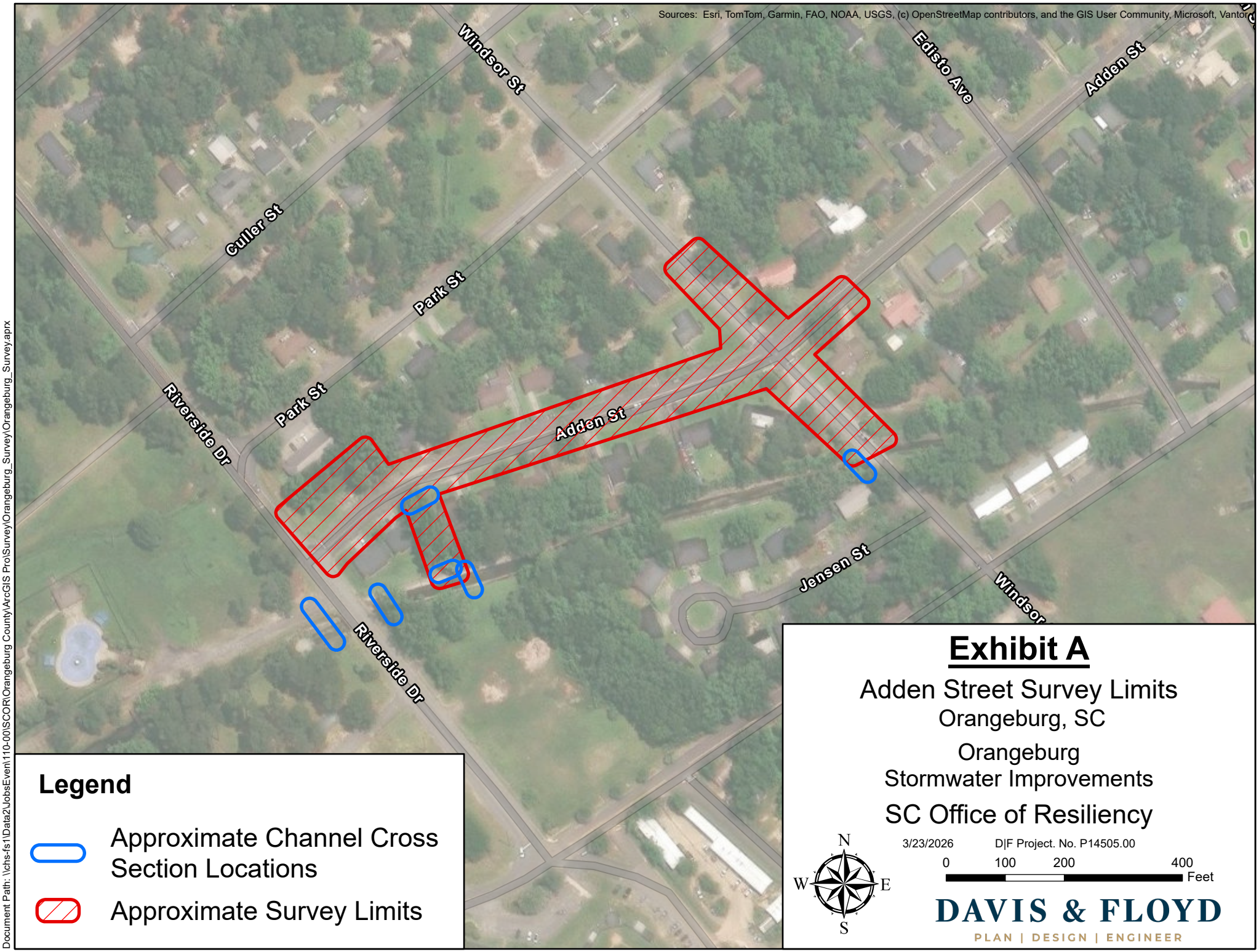
J.2. Additional Easement Exhibit Preparation:

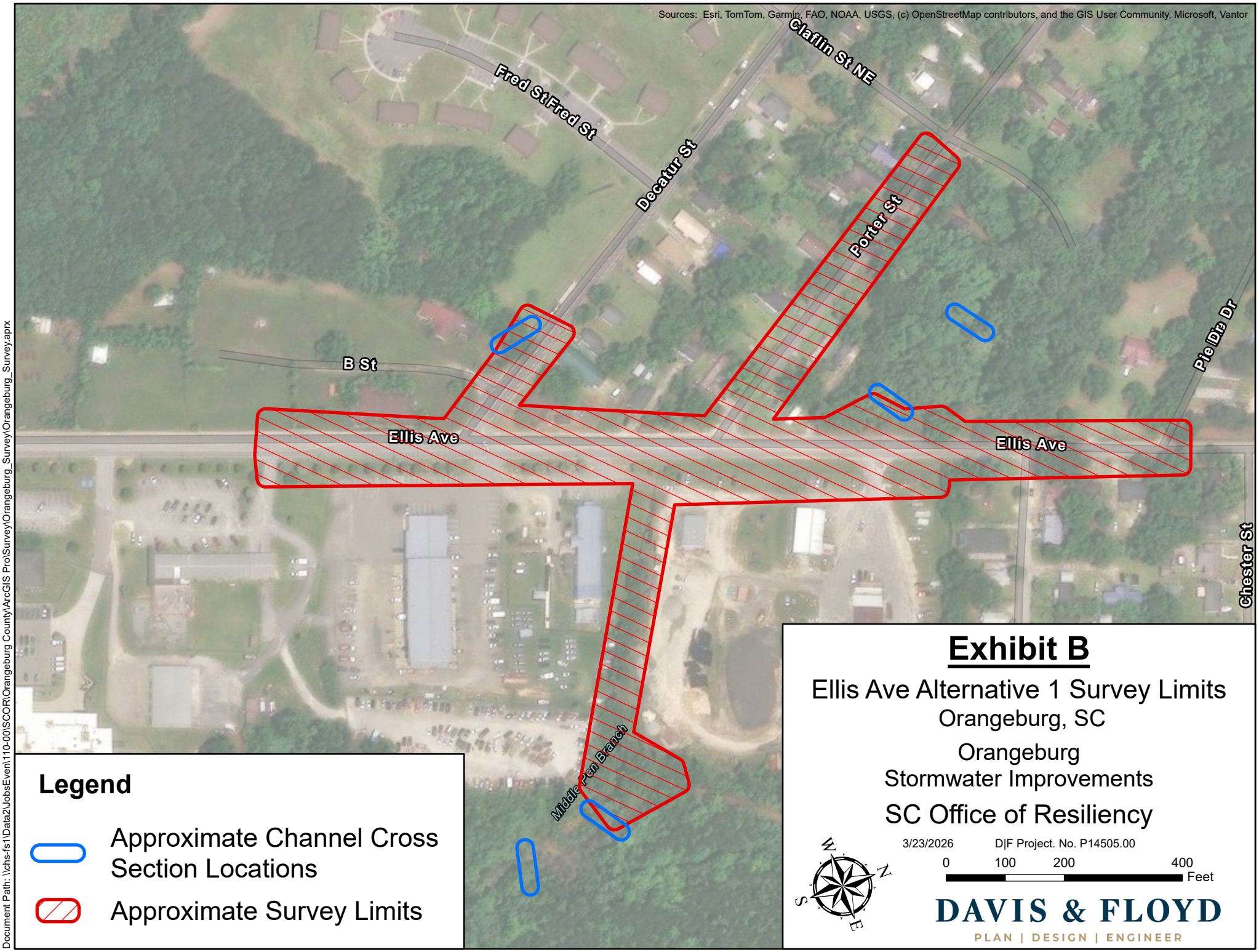
a. D|F will identify and prepare additional temporary and permanent easement exhibits for each additional easement in excess of the twelve (12) parcels included in Section C.2.

J.3. Additional Days of Construction Engineering and Inspection Services:

a. D|F will provide additional days of construction observation services, with each additional day including up to ten (10) total hours. Services associated with this task will be performed by a D|F SWPPP-certified inspector and are expected to include the following:
    1. Site/construction inspection observations and completion of daily log when on-site.
    2. Weekly SWPPP inspections, if not already completed.

(End of Scope of Services)


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor
Windsor St
Edisto Ave
Adden St
Guller St
Park St
Park St
Riverside Dr
Adden St
Jensen St
Windsor
Riverside Dr
Legend
Approximate Channel Cross Section Locations
Approximate Survey Limits
Exhibit A
Adden Street Survey Limits
Orangeburg, SC
Orangeburg
Stormwater Improvements
SC Office of Resiliency
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D|F Project. No. P14505.00
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Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor
Claflin St NE
Fred StFred St
Decatur St
Porter St
Pie/Dra Dr
B St
Ellis Ave
Ellis Ave
Chester St
Middle Pen Branch
Legend
Approximate Channel Cross Section Locations
Approximate Survey Limits
Exhibit B
Ellis Ave Alternative 1 Survey Limits
Orangeburg, SC
Orangeburg
Stormwater Improvements
SC Office of Resiliency
3/23/2026
D|F Project. No. P14505.00
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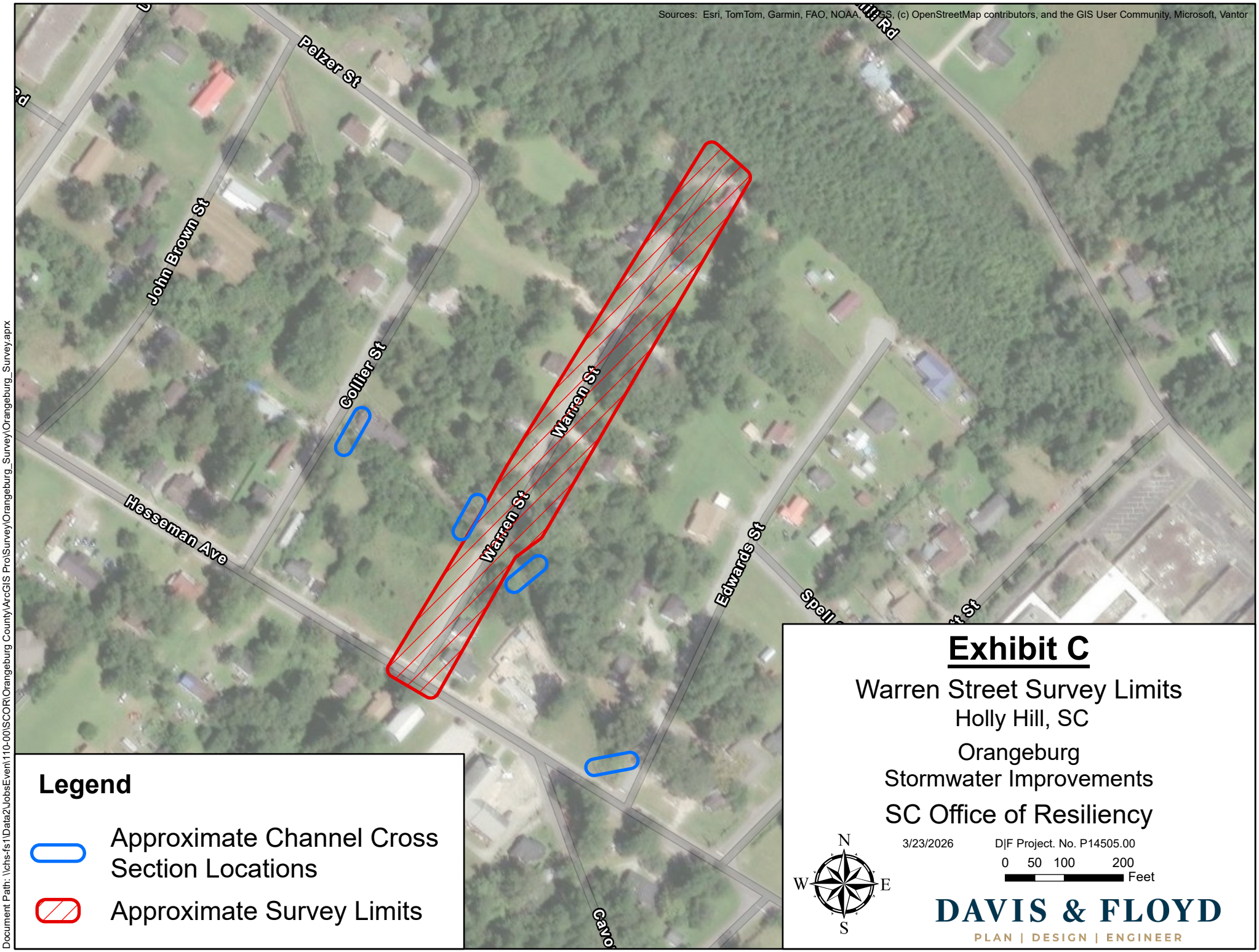

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor
Pelzer St
John Brown St
Collier St
Warren St
Warren St
Hesseman Ave
Edwards St
Legend
Approximate Channel Cross Section Locations
Approximate Survey Limits
Exhibit C
Warren Street Survey Limits
Holly Hill, SC
Orangeburg
Stormwater Improvements
SC Office of Resiliency
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D|F Project. No. P14505.00
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Exhibit - Estimated Cost Summary Report

Project Name: Orangburg Drainage Improvements
D&F Project #: 000114.67/0042
Date: 8/27/2026

Task	Description	Cost	City of Orangeburg - Adden Street	Orangeburg County - Ellis Avenue	Orangeburg County - Warren Street
A	PROJECT MANAGEMENT	**$ 45,400.00**	$ 15,100.00	$ 15,200.00	$ 15,100.00
B	PUBLIC OUTREACH	**$ 20,000.00**	$ 6,700.00	$ 6,600.00	$ 6,700.00
C	DATA GATHERING	**$ 100,000.00**	$ 33,000.00	$ 42,000.00	$ 25,000.00
D	GEOTECHNICAL INVESTIGATIONS AND REPORTING	**$ 43,800.00**	$ 14,500.00	$ 18,300.00	$ 11,000.00
E	HUD ENVIRONMENTAL ASSESSMENT DETERMINATION	**$ 75,000.00**	$ 25,000.00	$ 25,000.00	$ 25,000.00
F	PERMITTING	**$ 56,500.00**	$ 18,600.00	$ 23,800.00	$ 14,100.00
G1	DESIGN (Stormwater)	**$ 145,000.00**	$ 47,900.00	$ 60,800.00	$ 36,300.00
G2	DESIGN (Nature Based Solutions)	**$ 67,500.00**	$ 22,300.00	$ 28,300.00	$ 16,900.00
H.	BIDDING PHASE SERVICES	**$ 12,500.00**	$ 4,200.00	$ 4,100.00	$ 4,200.00
I	CONSTRUCTION ENGINEERING AND INSPECTION AND CONTRACT ADMINISTRATION	**$ 100,000.00**	$ 33,300.00	$ 33,400.00	$ 33,300.00
	Total Fee	**$ 665,700.00**	**$ 220,600.00**	**$ 257,500.00**	**$ 187,600.00**
J.1.	Additional Subsurface Utility Engineering (Budget Estimate)	$ 62,000.00	TBD	TBD	TBD
J.2.	Additional Easement Exhibit Preparation	$1250 (each)	TBD	TBD	TBD
J.3.	Additional Days of Construction Engineering and Inspection Services	$2000 (per day)	TBD	TBD	TBD
Cost Breakdown for Task E. HUD Environmental Assessment Determination	Labor				
	Reporting	**$ 37,786.00**	$ 6,298.00	$ 6,297.50	$ 6,297.50
	Compliance Factors and Supporting Documentation	**$ 75,826.00**	$ 12,638.00	$ 12,637.50	$ 12,637.50
	Environmental Compliance	**$ 16,488.00**	$ 2,748.00	$ 2,748.00	$ 2,748.00
	Expenses				
	EDR - For Phase I ESA Report	**$ 975.00**	$ 325.00	$ 325.00	$ 325.00
	The Times and Democrat Newspaper - Public Notices	**$ 4,500.00**	$ 1,500.00	$ 1,500.00	$ 1,500.00
	Threatened & Endangered Survey	**$ 4,310.00**	$ 1,436.00	$ 1,437.00	$ 1,437.00
	Misc. Expenses (Mileage, Per-Diem, etc.)	**$ 165.00**	$ 55.00	$ 55.00	$ 55.00
	Total for Task E:	**$ 75,000.00**	**$ 25,000.00**	**$ 25,000.00**	**$ 25,000.00**