

**SE-240****SMALL PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION PROJECTS****AGENCY:** SC Office of Resilience**PROJECT NAME:** Catfish Canal Storm Water Improvements**PROJECT NUMBER:** D30-N051-PG**A/E NAME:** Woolpert, Inc**ADDRESS:** 4900 O'Hear Ave Suite 202North 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: \$2,500,000.00

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

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

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

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

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

**2. A/E's Representatives**

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

**NAME:** J.P. Johns, PE**TITLE:** Vice President, Water Engineering Technology Leader**ADDRESS:** 4900 O'Hear Avenue Suite 202 North Charleston, SC 29405**TELEPHONE:** 864-315-3844**EMAIL:** JP.Johns@woolpert.com

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

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

#### **C. A/E RESPONSIBILITIES**

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

#### **D. INSURANCE**

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

#### **E. INDEMNIFICATION**

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

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

#### **F. A/E SERVICES**

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

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

**9. Contractor Submittals**

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

**10. Changes in the Work**

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

**11. Project Completion**

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

**12. Additional Services**

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

**G. AGENCY'S RESPONSIBILITIES**

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

## **H. COST OF THE WORK**

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

## **I. INSTRUMENTS OF SERVICE**

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

**J. CLAIMS AND DISPUTE RESOLUTION**

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

**K. TERMINATION OR SUSPENSION**

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

3. **A/E Right of Termination:**

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

**L. MISCELLANEOUS PROVISIONS**

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

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

#### M. **COMPENSATION**

##### 1. **Basic Services:**

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

\$ 635,700.00

##### 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:

\$

##### 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:

\$ 62,700.00

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 Fosmire

(Signature of Representative)

PRINT NAME: Eric Fosmire

PRINT TITLE: Chief of Staff and General Counsel

DATE: 6 October 2025

**A/E:**

BY: J.P. Johns

(Signature of Representative)

PRINT NAME: J.P. Johns, PE

PRINT TITLE: Vice President, Water Engineering Technology Leader

DATE: 9/15/2025





# Scope Of Work

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City of Marion – Catfish Canal Storm Water  
Improvements

City of Marion/SCOR, SC

9/2/2025



# Project Overview

Catfish Canal, formerly Catfish Creek and wetlands, is a conveyance system that has been channelized and modified over the years to accommodate adjacent agricultural land. The Canal receives runoff from the City of Marion and a 65 square mile watershed, and overtopping the banks is causing worsening flooding within the City. The Marion County Stormwater Masterplan identified the restoration and enhancement of the Canal as a recommended project to alleviate flooding. This project would include the implementation of natural channel design principles and the establishment of water retention and/or wetland areas that would provide flood relief, improved riparian habitat, sediment trapping, improved water quality, ecological services, and quality of life benefits for local residents. This scope of work is for the design of a phased construction approach for the restoration and enhancement of Catfish Canal.

## Task 1 – Site Visit, Conceptual Drawings, and H&H Modeling

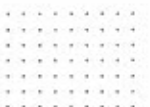
The Marion County Stormwater Masterplan (Masterplan) identified two potential project areas: one parcel directly west of the City and one parcel about 2 miles to the north located upstream. Following preliminary conversations with City staff, the stretch of canal downstream of US 576 was also identified as a potential area for improvements. It is Woolpert's understanding that no property owner has been contacted regarding any of these project areas and that no permissions, land acquisitions, or agreements have been made. Concerns were raised regarding the public perception of the project being implemented on the parcel adjacent to the City.

### Subtask 1.1 – Preliminary Site Visit and Land Owner Conversations

In order to enhance familiarity with the project, an initial site visit will be performed. This task will provide a "boots on the ground" view of the canal, that will provide information that will be invaluable during the design and permitting process. Accompanied by City staff, up to two (2) Woolpert staff and a representative from Jennings Environmental will perform an initial field visit to collect pictures, data gathering, and other field observations critical to the design process. This visit will cover the areas along both potential project areas and the canal downstream of the City. The field visit will be coordinated with City staff for a date that is convenient for all parties.

During this preliminary site visit, the City will facilitate initial discussions with the property owner(s) to discuss the goals and intents of the project and to gauge interest and willingness to participate in the project. Due to the requirements of the grant funding, no specifics will be discussed and contracts, prices, offers, or other specifics will not be included in any discussions until after the approval of the Environmental Assessment by HUD. Woolpert will rely on City staff to arrange meeting(s) with the property owners; these meetings need to occur on the same or consecutive days. If an in-person meeting cannot be arranged, a phone call with the property owner, City staff, and Woolpert staff may be suitable.

It is also Woolpert's understanding that the SCDOT is planning to replace the bridge at SC-76. Based on preliminary modeling, this bridge is a point of constriction and increasing the conveyance capacity here could improve conditions for the City. It is Woolpert's understanding that the bridge is slated to be replaced and is currently in the design phase. Woolpert will contact SCDOT to gather additional information. If the SCDOT's current plan is to replace the crossing with the same or similarly sized crossing, Woolpert will encourage SCDOT to revisit this option on behalf of the City.



## Subtask 1.2 – 30% Conceptual Plans

Based on the findings of the preliminary site visit and landowner conversations, Woolpert will investigate opportunities for flood reduction and ecosystem enhancement in each of the two (2) areas and will develop up to two (2) preliminary design alternatives at each of the two (2) project areas. The design concept alternatives will be developed using desktop methods to create exhibits and potential site layouts for the alternative evaluation in the EA including use of publicly available topography data, plat mapping, aerial imagery, etc. One option will likely be a more comprehensive (and more space-consuming) approach that may include opportunities for storm water retention and public access/recreation. This may include, but is not limited to, boardwalks, benches, and/or educational kiosks regarding the benefits of the project. The second option will be a scaled-back version that will focus on canal improvements, but that will take up less land and therefore may be more amenable to the landowner. Woolpert will review these preliminary design alternatives with City of Marion, Marion County, and SCOR staff and make revisions as necessary. 30% Conceptual Plans will be prepared for the identified design components of the selected alternative.

The 30% Conceptual Plans for the selected alternative will be utilized to develop the Environmental Assessment (EA) in Task 2.

The 30% Conceptual Plans will include:

- Existing Conditions sheets
- Limited Detail Site Plan sheets
- Limited Detail Profile sheets

These preliminary drawings will be presented to City and SCOR staff for discussion and approval of a selected alternative prior to proceeding with design development.

*It is understood and assumed that the 30% Conceptual Plans will not require a survey of the area(s), Wetland delineation(s), or final H&H modeling.*

## Task 1.3 – Preliminary H&H Modeling

Using the information collected during the initial site visit, Woolpert will develop preliminary 2D hydrologic and hydraulic (H&H) models to evaluate potential solutions for the site(s). Woolpert will evaluate the conceptual plans for both project areas that will include changes to the proposed stream alignment using natural channel design techniques, opportunities for retention (i.e. flood storage), a preliminary plan for plantings, and possible public recreation. Woolpert will utilize the H&H model to ensure that any proposed improvements will not cause adverse off-site impacts, particularly downstream impacts. Impacts will only be evaluated as far as Catfish Canal's confluence with the Pee Dee River. As the intent of this project is to increase the storage capacity within the project area to alleviate flooding, no downstream impacts are anticipated. This will continue to be verified as the design is finalized. Woolpert will have a virtual meeting with City staff to discuss the conceptual plans, the pros and cons of each, and discuss a selected alternative.

## Task 2 –Environmental Assessment (EA)

Woolpert will perform an Environmental Assessment (EA) in accordance with the guidance and requirements presented in 24 CFR Part 58 and additional HUD requirements for both potential project areas. This approach will provide the most flexibility for project progression as subsequent easement conversations and negotiations take place. Woolpert will use the National Wetlands Inventory, South Carolina Heritage Data Reviewer, and other publicly available data sources to gather and evaluate information for the EA including regulatory and agency outreach to obtain such data. The EA will include, at a minimum, an evaluation of potential threatened or endangered species, an evaluation of cultural resources through Arch Site and in compliance with Section 106 of



the National Historic Preservation Act, a HUD-required evaluation of potential flood plain impacts, and potential wetland impacts for the proposed projects. An overview of the anticipated permits and their associated requirements will be developed during the EA process. Woolpert will develop a word document based on the HUD Environmental Review Online System (HEROS) form template with answers to the questions included within the HEROS system; no formal report will be developed in support of the EA. The EA form will be compiled and sent to SCOR via HEROS for review after consultations with SCOR and the City of Marion, along with at least three (3) public notifications. The EA will include potential alternatives as well as a selected alternative for the project. It is anticipated that up to four (4) total alternatives (up to 2 alternatives will be developed for each of the two (2) potential project areas) will be developed and included in the EA. The EA will be submitted and approved within one (1) year of the project's Notice to Proceed.

Public Meeting #1 under Task 6 will be held while the EA is being developed to solicit public input.

The National Wetland Inventory (NWI) will be used to identify potential wetlands within the project areas; the EA will be updated at a later date to further define the wetlands once access is available to the project area property.

One (1) site visit will be performed at the location of the selected alternative to observe existing conditions and site features. The City of Marion shall be responsible for coordinating and facilitating landowner outreach in advance of the site visit to verify permission to access to the site. No sampling or invasive activities will be permitted during this visit.

SCOR has indicated that the selected alternative design should be discussed with the relevant regulatory permitting agencies prior to submitting the final design for permitting. If the agencies indicate that the proposed design is likely to be approved, SCOR may allow the EA to be submitted ahead of receiving formal permit approval. *Services listed under other tasks within this scope of services may be required to be performed concurrently with development of the EA. If the EA indicates that an EIS is required, the scope and fee will need to be revisited and modified to include this additional task. If the EA indicates that potential contamination/toxins could potentially be present at the project area, environmental sampling may be required and the scope and fee will need to be revisited and modified to include this additional task. If a financial affordability analysis is required, the scope and fee will need to be revisited and modified to include this additional task.*

**Identification of a selected alternative and corresponding project area and obtaining approved easements is critical to project progression. Work performed without a confirmed project area could produce the need for re-work and additional funding for the design services. SCOR has indicated that the City may communicate with the selected alternative landowner during the development of the EA, but no choice limiting actions may be taken until the EA is approved. The estimated timeline for EA approval is 4-6 months.**

Upon approval of the EA, formal negotiations with landowners will proceed. If the negotiations for land acquisitions/easements/permissions from the landowner(s) of the selected alternative are unsuccessful, one of the other alternatives from the EA will be selected to continue acquisition/easement/permissions discussions with another landowner(s). Should further evaluation of alternatives beyond the originally selected option be required, and revisions to the EA become necessary, the scope and associated fee will need to be reassessed and amended to incorporate these additional tasks.

## Task 3 – Easements/Permissions

Woolpert will work with City staff to acquire temporary and permanent easements and/or land to be used for the project. Woolpert's involvement will include calls with property owners and the development of draft easement language or agreements, long term maintenance terms, easement exhibits for temporary and permanent easements, and/or easement plats. Woolpert will rely upon City legal representation to ultimately finalize the agreement and property owner negotiations. If all property owners are amenable to the proposed projects,

Woolpert will work with SCOR and City staff to determine the best site location based on the findings from Task 1 and Task 2. This would allow for phasing of the proposed design and construction projects as future funds allow. Woolpert will devote up to 80 hours of labor towards this task.

*Tasks 4-8 of this scope assumes that some agreement(s) can be reached and easements obtained to create a viable project for at least one (1) of the two (2) identified project areas for implementation of stream restoration and enhancement activities. If no agreements can be reached, Woolpert and staff will need to revisit the goals of the project to develop alternative options for flood relief which will require revised scope and fee.*

## Task 4 – Project Design

Woolpert will create comprehensive construction plans for the single selected project area and concept that may include stream improvement, adjacent flood storage and wetland areas, and public recreational amenities. This design will be broken into three interim submittals at 30%, 60%, and 90%, prior to submittal of a final plan set (30% Conceptual Plans are included under Task 1). The plans will be developed in accordance with the SC Office of State Engineers (OSE) Manual, Chapter 5 requirements and all phases will be clearly defined within the plans. All interim deliverables will be electronic (PDF or other requested format).

### Task 4.1 – Detailed Site Survey

A topographic survey will be performed by a licensed surveyor in accordance with the Minimum Standards for the Practice of Land Surveying in the State of South Carolina. Woolpert will identify the limits of the area to be surveyed, which shall extend beyond the anticipated project limits of disturbance. The purpose of this survey is to collect sufficient data within the project areas to complete the design of the selected projects, and to develop construction plans and bid documents. A site survey of key features of the subject property and applicable areas adjacent to the project area will be performed. The limits of the survey will be defined by Woolpert prior to the survey. The survey will include, at a minimum, the following information:

- Site boundary
- Parcel Boundaries
- Roadways (including Rights-of-Ways)
- Stream Top of Bank
- Topography
- Trees (any greater than 8" in diameter at breast height)
- Utilities (above and below-ground) (811 to be called by surveyor)
- Other existing elements
- Stream Edge of Water
- Existing Structures and Finished Floors (limited)
- Drainage Infrastructure, to include size and inverts
- Wetland Limits (to be flagged by others)

The boundaries for the survey will be based on prior tasks outlined in this scope. Woolpert has budgeted to survey one (1) property, chosen from two available options. If surveying beyond the selected property is required, such as adjacent areas or additional properties, this will require a revised scope and additional fees.

Temporary benchmarks and horizontal control will be set to assist with construction and final as-built plan sets. The topographic survey of the site will be referenced to NAVD 1988 Vertical and NAD 83 Horizontal Datum. A Professional Land Surveyor shall seal the reproducible copy and certify that it is a Class A survey. Final mapping will depict all site survey information at a scale suitable for site design. The site survey will be included in the design plans under other tasks within this scope.

In addition to the survey, Woolpert will also collect additional drone and/or camera footage of the site. This task will effectively result in a "street view" of the stream. The purpose of this task is to increase the efficiency of the design process by providing a quick reference for the engineer that will significantly reduce the number of site visits required. The video will also be valuable for the public meetings and can be integrated into a post-project video valuable for public education.



#### Subtask 4.1.1 – Wetland Delineation

Woolpert will coordinate with a subcontractor to delineate the limits of on-site wetlands and waters of the state (WOTUS) at the site of the selected alternative. This delineation will be coordinated to occur immediately before or during the field survey to ensure the flag locations can be collected by the surveyor. This information will be critical to the permitting process.

#### Subtask 4.1.2 – Geotechnical Investigation

Woolpert will coordinate with a subcontractor to perform geotechnical investigations within the project area of the selected alternative for the purposes of determining the seasonal high-water table and the on-site soil characteristics within the project area. This will include up to ten (10) soil borings across the site(s).

#### Subtask 4.2 – 60% Design Plan Set

After a selected alternative has been determined, 60% design plans will be prepared for the identified design components of the selected alternative. The H&H model will be updated using the collected survey information and to verify the function and anticipated flood reduction associated with the concept design.

60% design will include refining and completing the stream alignment and limits of any detention components. Potential phasing will also be identified at this stage.

The 60% Design Drawings will include:

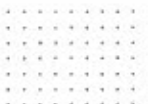
- Cover Sheet
- General notes
- Existing Conditions sheets (including public utility locations)
- Site Plan sheets
- Demo Plan
- Grading and Drainage Sheets
- Plan and Profile sheets
- Sediment and Erosion Control Plan
- Phasing Plan
- Construction Details
- Traffic Control

Upon completion of the 60% plans, Woolpert will submit these plans to City and SCOR staff for review. The 60% submittal will also include a draft table of contents of the anticipated sections of the project manual including front ends, grant requirement documentation, technical specifications, and supporting reports (e.g. calculations, geotechnical, EA, etc.). Woolpert will prepare a draft cost estimate including contingencies at 60%.

Woolpert will attend one in-person table top review of the plans, project manual section and draft cost estimate with the City and SCOR to discuss the plans and any concerns. Revisions will be made to the 60% plans as necessary and these sheets will be sent to the utility contacts for review and comment.

#### Subtask 4.3 – Final Design Plan Set and Specifications

Woolpert will prepare the 90% plan set, which will integrate comments from the City and SCOR and then be used to apply for permits as discussed below. The permit process will likely require multiple back-and-forth edits from multiple regulatory agencies (SCDES, USACE, FEMA, etc.). The 90% plan set will be updated to integrate comments from all agencies, and the final plan set will be developed and delivered to staff. Woolpert will develop a draft version of the project manual including front end documents, funding source requirements, and technical specifications for the City and SCOR to review with the plan set as part of the 90% deliverable.



At this stage, Woolpert will also prepare a detailed cost estimate for each phase of the project and for the project in its entirety. This effort will include a collection of similar project bid tabs from Woolpert, subcontractors, the City, SCOR and other contacts where information is available.

## Subtask 4.4 – Benefit Cost Analysis

It is Woolpert’s understanding that the available funding for this project is limited, and staff wishes to have phases identified within the project that can be funded and implemented at different times as funds become available. The development of a project with a Benefit-Cost Ratio (BCR) greater than 1.0 can make the project eligible for a number of funding sources. Woolpert will determine the BCR using FEMA’s Benefit Cost Analysis (BCA) Toolkit for each project phase individually as well as the project as a whole. The BCA calculation datasets will be provided to SCOR and the City for future funding efforts. Additional KPI metrics provided by SCOR as shown in Attachment A will be evaluated and provided to the City and SCOR along with the BCA.

## Task 5 – Permitting

The 60% plans, once reviewed and approved by the City and SCOR, will be used for preliminary conversations with permitting agencies. Recent changes to regulatory agencies and processes no longer allow permit applications to be submitted with 60% design plans; all regulatory agencies now require completed plans prior to permit application submission. The following permits are anticipated for this project.

### Subtask 5.1 – ACOE Permitting

This project will require a permit from the United States Army Corps of Engineers (ACOE); it is expected that it would be a Nationwide Permit. Woolpert will reach out to the ACOE after development of the 30% Conceptual Plans and request a virtual pre-review meeting prior to submitting the permit application. Although it is expected that the activity will meet the requirements for a Nationwide Permit, this effort may require an individual permit application. The Nationwide Permit and likely Pre-Construction Notification will be submitted commence after the 60% plan set has had City and SCOR comments addressed. This task will include the initial submittal and up to two (2) iterations of revisions and up to six (6) months for the permitting effort. Up to one (1) on-site meeting with the ACOE may be required as part of this effort. Up to two (2) resubmittals are expected in response to any ACOE comments.

NOTE: ACOE Permitting requires adherence to NEPA regulations and guidance.

### Subtask 5.2 – FEMA Permitting

Catfish Canal is a FEMA regulated system that must comply with the associated requirements – changes to the system that will change in the 100-year water surface elevation or that will change the watercourse location will require a CLOMR/LOMR. As noted above, the H&H model will be updated based on the preliminary design to ensure design feasibility. This model will be further refined to accurately reflect the final design. Woolpert will prepare a FEMA CLOMR submittal, and eventually a LOMR submittal, based on the final design and model results.

One (1) in-person meeting is expected with the appropriate Floodplain Manager. Up to two (2) resubmittals are expected in response to any FEMA comments on the CLOMR and a reasonable time frame of up to nine (9) months to receive a County floodplain permit.

NOTE: FEMA Permitting requires adherence to NEPA regulations and guidance.

### Subtask 5.3– SCDES Land Disturbance Permit

This project will also require a land disturbance permit from the South Carolina Department of Environmental Services (SCDES) if the disturbed area associated with construction exceeds one acre. This task will include the initial submittal and up to two (2) iterations of revisions and up to two (2) months of permitting effort. No in-

person meetings are expected for this effort – virtual meetings are included as needed for regulatory approval. It is expected that the land disturbance permit will not be issued until the USACE permit is obtained.

## Subtask 5.4– SCDOT Encroachment Permit

This project may require an encroachment from the South Carolina Department of Transportation (SCDOT) if the project limits of disturbance are within the SCDOT right-of-way. This task will include the initial submittal and up to two (2) iterations of revisions and up to two (2) months of permitting effort. No in-person meetings are expected for this effort.

## Task 6 – Public Involvement

Following the site selection(s), Public meetings and outreach will be pivotal to both collect data and disseminate project updates.

### Subtask 6.1 – Public Meeting #1

The purpose of Public Meeting #1 will be to introduce the project purpose to residents and collect information and first-hand accounts of flooding. In order to best set expectations, it is expected that the following will have been completed prior to the first public meeting:

- 1) Concept Sketches
- 2) Initial property owner conversations
- 3) Preliminary modeling

It will be highly important to set expectations with the public regarding the benefits of the potential projects. Prior to the meeting, Woolpert will prepare a flyer and door hangers to let the community know about the meeting. Woolpert will provide the door hangers to the City for distribution. Woolpert will bring a sign-in sheet and prepare a brief (15-minute) presentation as well as large maps where residents can show us where areas of flooding currently occur. Although there will be preliminary H&H data, sharing this information is not recommended this early in the project, as it may set unrealistic expectations. The exact project location will not be shared unless easements or permissions have been obtained; conversations may be kept high-level without specifics. Following the presentation, residents will be provided with an opportunity to meet with us one-on-one to discuss any concerns. Woolpert will provide feedback forms that can be filled out at the meeting or taken home and emailed or mailed out at a later date.

Woolpert recommends that this meeting be located somewhere within the community, close to the areas of concern for convenience to the residents. Woolpert will rely on City staff to identify and secure an appropriate location for the meeting and to promote the meeting.

### Subtask 6.2 – Public Meeting #2

The second in-person meeting will be to convey the proposed design for the final selected project area to the residents and solicit feedback. This will occur after the 60% design submittal is approved by the City and SCOR. Woolpert will prepare a brief presentation using imagery and schematics to convey the proposed plan to residents in a clear and colorful way. Residents will be given an opportunity to provide additional feedback on the design.

### Subtask 6.3 – Public Outreach

Public meetings can be difficult for many people to attend, including those with mobility issues or working families. It appears that the City has a Municipal Government Facebook Page where project updates may be posted. Woolpert will work with City staff (or the person(s) who manage this page) to provide information for up to three (3) updates to be posted on the page. Woolpert will provide responses to the City to any citizen concerns at the request of the City. Woolpert staff will not respond directly to any comments but will bring those comments to the attention of staff to address as appropriate.





To reach those residents that may be unable to attend public meetings but who also are not on social media, Woolpert will prepare up to two (2) project summary sheets that can be printed by the City and made available at public works facilities, churches, and other community centers. Woolpert will provide up to 15 hours to assist with these efforts.

## Task 7 – Bidding Assistance

Woolpert will help prepare bid documents for the final design, to include assisting with the preparation of a Request for Bids. Prepared bid documents will include finalized specifications, instructions to bidders and special provisions, bid items and quantities, and additional items as required to supplement the City/SCOR's bidding documents. With funding for this project from SCOR, it is anticipated that additional time may be needed for review to ensure compliance with grant requirements and up to one (1) virtual meeting with SCOR staff.

Woolpert will bring a sign-in sheet and agenda and attend the pre-bid meeting in-person and assist the City/SCOR in answering contractor questions during the bid process, issue up to five (5) bid addenda. Upon bid closing, the Woolpert team will review the bids and provide a written recommendation of the award to the City/SCOR. The City/SCOR will be responsible for overseeing and managing the bidding process.

Upon award of the bid, Woolpert will attend a pre-construction meeting in-person with the selected contractor, the City/SCOR, and all other project stakeholders. Woolpert will assist with answering any technical questions in support of City/SCOR staff.

## Task 8 – Technical Construction Administration

Woolpert will provide limited technical construction oversight services to supplement and assist the City/SCOR's Project Manager during project construction. It is assumed that the project construction will be phased and this scope includes Construction administration services (CA) for Phase I of Construction. It is assumed that Phase I of Construction will require a 6 month Construction Schedule and a total construction cost of \$1.5 million. CA services will further ensure compliance with the project plans and technical specifications, to include the following, with the level of effort determined by the final project design.:

- Perform site visits as required or requested by the City/SCOR and/or Contractor, up to a total of twenty-four (24) hours each week.
- Review and reply to Contractor Requests for Information (RFI) as directed by the City/SCOR.
- Draft and review change orders as needed.
- Review and approve shop drawings.
- Provide review, tracking and documentation related to Section 3 and Davis-Bacon Requirements.
- Review, process, and track changes in the plan set.
- Provide weekly project update reports and monthly progress meetings during construction in addition to other correspondence on more time-sensitive construction issues.
- In addition to regular meetings, Woolpert will attend up to three (3) project progress meetings (with the City/SCOR, contractor, and other project stakeholders as needed
- Ensure grant requirements are being met

*This scope includes only Construction Administration services for Phase I, assuming the project construction will be completed in phases. It assumes a six-month construction schedule and a total construction cost of \$1.5 million for Phase I. If either the construction schedule or cost changes, the scope and fee will need to be revised.*

Upon completion of construction and final stabilization, Woolpert staff, with City/SCOR representative(s) as needed, will conduct a substantial completion inspection, develop a final completion punch list, and perform final inspection to ensure the completed project complies with the construction plans and specifications, including the punch list and other close-out documents. Woolpert will review the Contractor prepared as-builts for completion and agreeance with the Drawings and any approved Change Orders. Woolpert will conduct the one-year inspection 10

months after the Substantial Completion inspection to ensure the project is functioning as designed and will work with SCOR and the City to notify the contractor of any deficiencies that need attention.

## Task 9 – Project Management

Woolpert will provide normal project management duties throughout the duration of the project. These duties will include monthly virtual progress meetings during the design, schedule creation and updating, progress invoicing, and work coordination. Additional meetings beyond those included in Tasks 1-8 with the City/SCOR, contractor, regulatory agencies, or other meetings requested by the City/SCOR may require additional scope/fee.

### Additional Project Assumptions

- Land Acquisition and/or Agreements:
  - Agreements can be reached with property owner(s) that will allow for some portion of design/construction to be completed.
  - Woolpert will not be responsible for any form of financial negotiation with landowners for easements or for land acquisition.
  - A separate fee will be required if alternative funding or acquisition strategies (e.g. mitigation banking) are required.
- Road removal and bridge design will not be included as part of this project. (However, model results will be communicated to SCDOT.) If road removal or bridge design are determined to be needed as part of this project, an additional scope and fee will be negotiated to complete this task.
- CSX encroachments are not anticipated to be necessary for design. If they are determined to be needed as part of this project, an additional scope and fee will be negotiated to complete this task. .

## Compensation

Compensation to be paid to Woolpert for providing the requested Services shall be on a lump sum, by task basis, as highlighted in the sub-sections below. Any services beyond those identified in this Agreement shall be considered Additional Services and shall require an addendum to this Agreement.

### Fee Estimate

| Task  | Fee              |
|---|------------------|
| <b>Task 1: Site Visit, Concept Sketches, and H&amp;H Modeling</b> | \$56,620         |
| <b>Task 2: Environmental Assessment</b>                           | \$34,100         |
| <b>Task 3: Easements/Permissions</b>                              | \$26,260         |
| <b>Task 4: Project Design</b>                                     | \$91,500         |
| <b>Task 5: Permitting</b>   | \$67,420         |
| <b>Task 6: Public Involvement</b>                                 | \$25,000         |
| <b>Task 7: Bidding Assistance</b>                                 | \$15,640         |
| <b>Task 8: Technical CA and Project Closeout</b>                  | \$151,760        |
| <b>Task 9: Project Management</b>                                 | \$42,400         |
| Sub-Contractors (survey, wetlands, geotechnical, consulting)      | \$125,000        |
| Reimbursable Expenses (travel, permitting)                        | \$62,700         |
| <b>Total Fee:</b>   | <b>\$698,400</b> |

\*All reimbursable expenses will be directly passed through to the City/SCOR with no markup.

## Attachment A - Additional KPI Metrics provided by SCOR: Subtask 4.5.

### Project Name:

| Measurement   | Qty | Numerical Symbol |
|---|-----|------------------|
| Acres of newly added or improved green space  |     | #                |
| Acres of wetlands created   |     | #                |
| Cubic feet of stormwater storage added  |     | #                |
| Decrease in affluent discharged   |     | %                |
| Decrease in area inundated by flooding  |     | %                |
| Decrease in disruption hours to residents and businesses from impacts of storm events |     | %                |
| Decrease in NFIP CRS score  |     | %                |
| Decrease in road closures in target area during a flood event                         |     | %                |
| Decrease water surface elevation level during a flood with a qualifying event         |     | %                |
| Estimated flood loss avoidance  |     | \$               |
| Funds allocated for water management/flood mitigation improvements                    |     | \$               |
| Funds allocated for water-quality improvements  |     | \$               |
| Increase in acres of cropland protected from flooding                                 |     | %                |
| Increase in groundwater infiltration  |     | %                |
| Increase in number of acres converted to open space                                   |     | %                |
| Increase in pumping capacity  |     | %                |
| Linear feet of streams restored   |     | #                |
| Occupied structures in floodplain   |     | #                |
| Acres of green infrastructure created   |     | #                |
| Acres of green space created  |     | #                |
| Acres of green space preserved  |     | #                |
| Acres no longer vulnerable to flood events  |     | #                |
| Acres of native vegetation planted  |     | #                |
| Acres with improved multiple hazard risk mapping                                      |     | #                |
| Brownfield acres converted to wetland   |     | #                |
| Buildings (non-residential)   |     | #                |
| Containment systems constructed   |     | #                |
| Elevated Structures   |     | #                |
| Fewer outages of critical facilities and utilities                                    |     | #                |
| Green infrastructure projects constructed   |     | #                |
| Greenspace users  |     | #                |
| Linear feet of Public Improvement   |     | #                |
| Linear Feet of Sewer Lines  |     | #                |
| Linear feet of shoreline restored   |     | #                |
| Linear feet of stream restored  |     | #                |

|   |  |   |
|---|--|---|
| Linear feet of trails constructed                   |  | # |
| Linear Feet of Water Lines                          |  | # |
| Linear miles of Public Improvement                  |  | # |
| Non-business Organizations benefitting              |  | # |
| Non-invasive species trees planted on project sites |  | # |
| Properties protected from future flooding           |  | # |
| Properties with access above 100-yr flood level     |  | # |
| Public facilities                                   |  | # |
| Pump stations repaired/replaced                     |  | # |
| Reduced hours streets are flooded                   |  | # |
| Residents protected from future flooding            |  | # |
| Section 3 Labor Hours                               |  | # |
| Small water retention devices/systems installed     |  | # |
| Storm water projects implemented                    |  | # |
| Targeted Section 3 Labor Hours                      |  | # |
| Total Labor Hours                                   |  | # |
| Vacant lots repurposed                              |  | # |
| Water control structures repaired/replaced          |  | # |
| Reduction in emergency maintenance costs            |  | % |
| Reduction in energy costs                           |  | % |
| Reduction in loss of service                        |  | % |
| Reduction of sanitary sewer overflows               |  | % |
| Reduction of watershed nitrate loading              |  | % |
| Reduction of water surface elevation level          |  | % |