

PROFESSIONAL SERVICES CONTRACT

No. 1948

This Contract for Professional Services (“Contract”), with an effective date of _____ 12/2/2024, is hereby entered into between **HORRY COUNTY**, a political subdivision of the State of South Carolina, whose Administrative Office is at 1301 Second Avenue, Conway, SC 29526 (“County”); and **Thomas & Hutton Engineering Co.** (“Provider”), a corporation organized and existing under the laws of the State of Georgia and authorized to conduct business in the County of Horry and in the State of South Carolina.

1. GENERAL TERMS OF CONTRACT:

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Provider** of the services described in this Contract is of the essence and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit **County** to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Conway, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all

such terms. This Contract merges all prior contracts, agreements, and understandings between **County** and **Provider** concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **County** and **Provider**. Forbearance by **County** from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in attachment to this contract entitled "CONTRACT PROVISION FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS", as well as the respective statutes and regulations listed below, Provider shall comply with all provisions of the attachment and the provisions herewith of:

- 1.6.1. Title VII of the Civil Rights Act of 1964;**
- 1.6.2. Age Discrimination in Employment Act of 1967;**
- 1.6.3. Title I of the Americans with Disabilities Act of 1990;**
- 1.6.4. Equal Pay Act of 1963;**
- 1.6.5. Fair Labor Standards Act of 1938;**
- 1.6.6. Immigration Reform and Control Act of 1986;**
- 1.6.7. South Carolina Payment of Wages Act, S.C. Code §§ 41-10-10 et seq.;**
- 1.6.8. South Carolina Worker's Compensation Act, S.C. Code §§ 42-1-10 et seq.;**

1.6.9. South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14&29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws; Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act 190 of 2008; Financial and Identity Theft Protection Act; and the Horry County Privacy / Identity Theft Policy.

1.7. By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1 **Provider** shall perform those tasks set forth in Exhibit "A", attached hereto and incorporated herein by reference. The anticipated scope of work shall be considered the minimum service to be provided under this Contract. If any term contained in Exhibit "A" shall conflict with any of the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind **County**.

2.2 All services to be performed by **Provider** under this Contract shall be performed within the term set forth on Exhibit "A", not to exceed five (5) years.

3. PAYMENT FOR SERVICES

The costs of services are set forth in Exhibit "B" of this Contract. The total projected cost of \$339,000 shall be a guaranteed maximum price (GMP) for the services to be provided as indicated in Exhibit "B". **Provider's** invoice to **County** will be on a basis of net thirty (30) days after receipt by **County** of invoice.

3.1 Services not included in the Scope of Services constitute additional charges to **County**,

at rates and intervals to be agreed upon between County and Provider in a written Amendment executed by both parties prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND COUNTY:

4.1 County warrants that:

4.1.1 County has the lawful authority required under State law and County's Ordinances to enter into and perform this Contract;

4.1.2 County shall not offer employment to any employee of Provider for a period of two (2) years after the termination, except for cause, of this Contract.

4.2 Provider warrants that Provider has:

4.2.1 All necessary licenses and consents required for Provider to enter into and fully perform the Scope of Services set forth on Exhibit "A", and is in good standing in the State of South Carolina;

4.2.2 All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in County's Invitation to Bid or Request for Qualifications, that formed the basis of the Scope of Services of this Contract). Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors and

vehicles used in premises/operations. Professional Liability insurance shall be provided with minimum liability limits of no less than five million (\$5,000,000.00) dollars per occurrence, (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and mostconsultants that involve errors and omissions exposure protection. Provider represents that it has purchased and agrees that it will keep in force, for the duration of the performance of the work, or for such longer term as may be required by this Agreement, in a company or companies lawfully authorized to do business in the State of South Carolina, such insurance as will protect professional/general liability of the Provider, the South Carolina Office of Resilience Disaster Recovery Division (SCOR-DRD), and the County from claims for loss or injury which might arise out of, or result from, Provider's operations under this project, whether such operations be by Provider or by subcontractor or its subcontractors. Provider represents and agrees that such insurance is written for and shall be maintained in an amount not less than the limits of the liability specified in the Contract Documents or required by law, whichever coverage is greater. Provider certifies that coverage written on a "claims-made" form will be maintained without interruption from commencement of work until the expiration of all applicable statutes of limitation. This provision can be satisfied either by a policy term that would remain effective through the expiration of all applicable statutes of limitations, or the purchase of satisfactory tail coverage at the expiration of the initial policy term. In the event the tail option coverage is chosen by Provider, County will retain sums sufficient to obtain such tail coverage and/or not disburse any retainage amounts until proof of satisfactory tail coverage is provided.

Insurance shall indemnify SCOR-DRD, and the County against any and all claims arising under or as a result of the performance of the contract. The SCOR-DRD, and the County shall be named as an additional insured on all liability policies. The SCOR-DRD and the County must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

4.2.3 No conflict of interest with any other contract with a third party that might cause a claim to arise against **County** by the entry into or performance of this Contract by **Provider**.

4.2.4 Information Security – Without limiting any other obligations or liabilities **Provider**, **Provider** shall procure from a company or companies lawfully authorized to do business in South Carolina and with current A.M. Best Rating of no less than A:VII, and maintain for the duration of the contract a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work or by the provider, his agents, representatives, employees, subcontractors or any other entity for which the contract is legally responsible

(a) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems, or theft damage, unauthorized disclosure, destruction, or corruption of information in whatever form; (ii) privacy risks, including (A) failure to properly handle manage, store, destroy or otherwise

control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations; (iii) contractual liability for the provider's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and (iv) errors, omissions, or negligent acts in the performance, by the provider or by any entity for which the provider is legally responsible, of professional services included in the work.

(b) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(c) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(d) Coverage shall have limits no less than one million (\$1,000,000.00) dollars per occurrence and five million (\$5,000,000.00) dollars aggregate.

(e) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for

a retroactive date no later than the date the contract is awarded.

(f) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, provider shall maintain in force and effect any “claims-made” coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Provider shall purchase an extended reporting period, or “tail coverage,” if necessary, to comply with the latter requirement.

(g) SCOR-DRD, the County and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

4.2.5 For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects to the SCOR-DRD, the County, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by SCOR-DRD, the County, or the officers, officials, employees and volunteers of any of them, shall be excess of the Provider’s insurance and shall not contribute with it.

4.2.6 Prior to commencement of the work, the Provider shall furnish with original certificates of insurance for every applicable policy effecting the coverage required by this contract. All certificates are to be received and approved before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this

section, at any time.

4.2.7 Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Provider shall notify the County immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.

4.2.8 Provider hereby grants to the SCOR-DRD, the County and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Provider may acquire against the SCOR-DRD or the County by virtue of the payment of any loss under such insurance as is required by this clause. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SCOR-DRD or the County has received a waiver of subrogation endorsement from the insurer.

4.2.9 Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.3 Provider warrants that Provider shall throughout the term of this Contract:

4.3.1 Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2 Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein;

4.3.3 Properly withhold from all wages, commissions, salaries, and fees paid by Provider to third parties or employees, agents, or sub-contractors of **Provider**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

4.3.4 Ensure that any third party, employee, agent, or sub-contractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

4.3.5 Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

4.3.6 Make no offer of employment to any **County** employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between **County** and **Provider**, and approved by County's attorney:

5.1 All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **County** during and at the completion or termination of this Contract;

5.2 All materials supplied or loaned by **County** to **Provider** during the term of this Contract shall remain the property of County;

5.3 All intellectual property provided to **County** by **Provider** and originating from this Contract shall become and remain the property of **County**, and **Provider** shall not, without

the written consent and license from **County**, use such intellectual property for another commercial purpose;

5.4 **County** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

County and **Provider** shall have the right, upon sixty (60) days written notice, to terminate this Contract, and thereafter **County** shall have no obligation to pay for services provided to **County** except up to the effective date of termination of this Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow **County** to procure another provider.

7. INDEPENDENT CONTRACTOR STATUS: **Provider** shall not, by entering into this Contract, become a servant, agent, or employee of **County**, but shall remain at all times an independent contractor to **County**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Provider** and **County**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

8.1 To County:

8.1.1.

Horry County Department of Engineering
4401 Privetts Road
Conway, South Carolina 29526
(Tel: (843) 915-5160; Fax: (843) 365-2170)

with a copy to:

Horry County Attorney
Horry County
1301 Second Avenue
Conway, SC 29526
(Tel: 843-915-5270; fax 843-915-6270)

8.2 To Provider:

8.2.1.

Rick Karkowski, PE, PH, CPSWQ, D.WRE, Principal
682 Johnnie Dodds Blvd.; Suite 100
Mt. Pleasant, SC 29464
Tel: 843-725-5280 karkowski.r@tandh.com

with a copy to:

John Richards, PE, Principal
611 Burroughs & Chapin Blvd., Suite 202
Myrtle Beach, SC 29577
(Tel: 843-839-8424 richards.j@tandh.com)

8.3 Form of Notice: All notices required or permitted under this Contract shall be effective:

8.3.1 On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.3.2 On the first day after receipt of a facsimile transmission of the written notice, with

delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

The Provider will indemnify and hold harmless the South Carolina Office of Resilience Disaster Recovery Division, (SCOR-DRD), the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Scope of Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Provider, and anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. In any and all claims against the SCOR-DRD, the County or any of their agents or employees by an employee of the Provider, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Provider under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the Provider under this paragraph shall not extend to the liability of the SCOR-DRD, the County or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the Provider.

10. ASSIGNMENT:

Provider shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the County. If Provider

assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, County, in its sole discretion, may declare this entire Contract null and void.

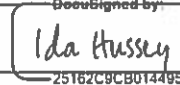
IN WITNESS WHEREOF, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date signed by the County below.

Provider:


By (signature):  DocuSigned by: RICK KARKOWSKI, PE, PH, CPSWQ, D.WRE Date: 12/1/2021
0172E4C3624CAF1

Print Name: RICK KARKOWSKI, PE, PH, CPSWQ, D.WRE

Title: Principal/Water Resources Manager

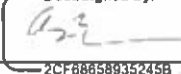
Witness: 
25162C9CB014495

County:

By (signature):  DocuSigned by: David Gilreath, P.E. Assistant County Administrator Date: 12/2/2021
9E47E94BA511475

Print Name: David Gilreath, P.E. Assistant County Administrator

Title: Assistant County Administrator

Witness: 
2CF88589352458

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (J) Records of non-Federal entities (2 CFR 200.336). The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (K) Record Retention (2 CFR 200.333). Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:
1. If any litigation, claim, or audit is started before the expiration of the four (4) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
 2. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 3. Records for real property and equipment acquired with Federal funds must be retained for four (4) years after final disposition;
 4. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the four (4) year retention requirement is not applicable to the non-Federal entity;
 5. Records for program income transactions after the period of performance. In some cases, Subrecipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned;
 6. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of cost is chargeable (such as computer usage chargeback rates or composite fringe benefit rates);
 7. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the four (4) year retention period for its supporting records starts from the date of such submission;

8. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the four (4) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation

(L) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321).

- The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;

Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

(M) Solid Waste Disposal Act (2 CFR 200 Appendix II (J), 2 CFR 200.323). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(N) Prohibition on Certain Telecommunications and Video Surveillance Equipment (2 CFR 200 Appendix II (K), 2 CFR 200.216). Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (O) Domestic Preferences for Procurements Preference (2 CFR 200 Appendix II (L), 2 CFR 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Exhibit B Fee Structure

Cowford Swamp and Bucksport Road Projects

November 30, 2021

Phase/Task	Fee Structure	Unit Cost	Units	Fee or Time & Expense Budget	Project Area Breakdown	
					Cowford Swamp Project	Bucksport Road Project
General Consulting	Time and Expense			\$13,500.00	\$6,750.00	\$6,750.00
Survey	Lump Sum			\$11,700.00	\$5,850.00	\$5,850.00
Study/Report	Lump Sum			\$24,000.00	\$24,000.00	\$0.00
Design (Geotechnical)	Lump Sum			\$14,000.00	\$8,166.67	\$5,833.33
Design	Lump Sum			\$43,100.00	\$28,015.00	\$15,085.00
Right-of-way/Easement Acquisition	Per Parcel	\$10,200.00	11	\$112,200.00	\$51,000.00	\$61,200.00
Permitting (Other)	Time and Expense			\$31,900.00	\$15,950.00	\$15,950.00
Permitting (SCDOT)	Time and Expense			\$15,500.00	\$0.00	\$15,500.00
Permitting (EA)	Time and Expense			\$42,700.00	\$21,350.00	\$21,350.00
Bidding Assistance	Time and Expense			\$12,000.00	\$6,000.00	\$6,000.00
Construction Services	Time and Expense			\$18,400.00	\$11,960.00	\$6,440.00
TOTAL				\$339,000.00	\$179,041.67	\$159,958.33



Consulting Services on a Time and Expense Basis

January 1, 2021

Thomas & Hutton provides services on a time and expense basis as follows:

- This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
- Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2021 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/Administrative
\$ 250.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 225.00	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 205.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V Survey Party (3-Man)	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 190.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV Software/Computer Consultant IV
\$ 175.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 165.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 150.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I Survey Party (2-Man)	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 140.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 130.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 128.00	Designer II Engineering Technician II	Staff Surveyor III	Landscape Designer II	GIS Analyst II		Application Developer II
\$ 110.00	Designer I Engineering Technician I	Survey Party (1-Man) Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 100.00	CADD Technician III	Survey Technician III Staff Surveyor I	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 90.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 85.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 80.00						Admin II
\$ 75.00						Admin I
\$ 400.00	Expert Witness					

- When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1-1/2 times the individual's charge rate.
- Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate of \$0.56 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
- All rates and charges are effective through January 1, 2022, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

COWFORD SWAMP AND BUCKSPORT ROAD PROJECTS**SCOPE OF SERVICES****NOVEMBER 18, 2021****Cowford Swamp and Bucksport Road Projects****Background and Introduction**

Thank you for requesting our engineering services for the Big Bull Landing Flood Mitigation Project in Horry County, South Carolina. We understand that the County intends to implement the flood mitigation project as generally proposed in the Conceptual Design Report – Bucksport Flood Mitigation Project (revised April 3, 2019). The project includes modifications to Big Bull Landing Road (Cowford Swamp Project) and a relief channel/culvert under Bucksport Road (Bucksport Road Project).

Past flooding events associated with Hurricanes Joaquin (2015), Matthew (2016), Florence (2018), as well as the most recent events in 2020 and 2021, have resulted in flooding in the Bucksport community. The Bucksport community is located on a "peninsula" between the Pee Dee River and the Waccamaw River. The majority of the flooding can be attributed to the backwater from the Pee Dee River that is conveyed upstream (backs up) into Cowford Swamp and its tributaries, which in turn floods the Bucksport community. This water has caused flooding along and over Bucksport Road as well as several other roads within the community.

The proposed flood mitigation project includes:

1. Cowford Swamp Project - Filling and raising a 2,500 LF portion of Big Bull Landing Road (a County maintained dirt road) to an approximate elevation of 15 feet (NAVD88). The road will remain a dirt road. The existing culvert under Big Bull Landing Road will be left in place. The pipe could be temporarily blocked during a flood event to prevent floodwaters from flowing from the Pee Dee River/Cowford Swamp into the Bucksport community.
2. Bucksport Road Project - Creating a new relief system between the unnamed Cowford Swamp tributary and the Waccamaw River. The total length of the relief drainage system is approximately 1,500 LF. This would provide a positive outfall to the Waccamaw River (generally at a lower elevation than the Pee Dee River during extreme flood events). The new relief system would provide drainage for the area blocked by the Big Bull Landing Road project (temporarily) in the unlikely event that a significant rainfall event occurred during a major riverine flood event.

As an initial step to the implementation of the project, the County intends to study the entire Cowford Swamp watershed to investigate the potential impacts of the proposed project. The original basin studied was approximately 820 acres, the additional Cowford Swamp basin area to be added to this study basin is approximately 7,202 acres (see attached project area map). This additional study will assess potential (if any) impacts to areas outside of the Bucksport Community, particularly to the Little Lamb Community.

Scope of Services

Our proposed scope of services includes the following general phases:

- General Consulting Phase
- Survey Phase
- Study/Report Phase
- Design Phase
- Right-of-way / Easement Acquisition Phase
- Permitting Phase
- Bid Phase
- Construction Phase

**COWFORD SWAMP AND BUCKSPORT ROAD PROJECTS
SCOPE OF SERVICES****NOVEMBER 18, 2021****General Consulting Phase**

Thomas & Hutton will provide general consulting services as requested by the County. Due to the uncertainty as to the needed services, this phase will be provided on a time and expense basis. Services may include:

- Meetings and Presentations
- Field Investigations/Meetings
- Coordination with Stakeholders
- Other

The budget provided shall not be exceeded without written authorization from the County.

Survey Phase

Thomas & Hutton completed design surveys for the Big Bull Landing Road and Bucksport Road areas in 2018. This survey data will be reviewed for any changes since the original survey was completed and determined if it should be expanded and/or extended. Prior to the updated survey field work, the wetlands will be flagged and surveyed. The wetland limits will be added to the survey base map to be used for assessing and quantifying wetland impacts.

Additional limited survey data will be collected for the project. This data is to better understand the potential effects of tailwater conditions from the Waccamaw River during events and to better model overflow from the Cowford Swamp tributary across Bucksport Road to the Waccamaw River. Survey locations will include various culvert locations along and around Bucksport Road and Martin Luther Drive.

Study/Report Phase

As discussed above, Thomas & Hutton completed a study and conceptual design for the Cowford Swamp and Bucksport Road Projects in 2019. This study focused on a limited watershed study area of approximately 820 acres, see the attached project map. To ensure that potential off-site impacts due to the Cowford Swamp Project (if any) will not negatively affect adjacent areas, the hydrologic and hydraulic analysis previously conducted in 2019 will be expanded. Thomas & Hutton will expand the previously developed hydrologic and hydraulic (H&H) model (ICPR version 4). The model will be expanded to include the entire Cowford Swamp watershed (approximately 8,022 acres, adding approximately 7,202 acres to the original study sub-basin). The updated ICPR model will be developed with sufficient detail to allow for the assessment of the potential impacts (if any) to areas north of Hwy 701 (including the Little Lamb Community). The model will be configured to allow for the assessment of flood events with tailwater conditions set at the Pee Dee.

Known events (2015/2016, 2016, 2018, and 2021) will be assessed. The model will be executed for existing and post-project scenarios. The ICPR models (existing and post-project) will also be executed for the 2-, 10-, 25-, 50-, 100-, and 500-year rainfall events.

The model results will be compared, and the impact(s) of the project will be documented. The proposed project may be refined based on the findings of the expanded project. Thomas & Hutton will review the findings of the modeling and provide an updated recommendation for the proposed improvement(s). The basis of design report will be updated to include the findings of the updated study and document the revised recommended improvements.

**COWFORD SWAMP AND BUCKSPORT ROAD PROJECTS
SCOPE OF SERVICES****NOVEMBER 18, 2021****Design Phase**

Based on the revised study findings (see above) and input from the County, Thomas & Hutton will develop construction plans for the anticipated improvements. It is anticipated that the construction plans will be separated into two (2) independent sets including:

1. Cowford Swamp Project (Big Bull Landing Road Improvements)
2. Bucksport Road Project (Bucksport Road Relief Channel and Culvert)

A geotechnical investigation and design considerations will be provided by our Sub-Consultant, S&ME, Inc. The geotechnical investigation will include field and subsurface explorations at the three project sites. The subsurface exploration will include three (3) Cone Penetration Tests (CPT) and Hand Auger Borings (HAB) for Big Bull Landing Road and two (2) CPT and HAB for Bucksport Road. Testing will include in situ sounding and HAB logs.

S&ME will develop a geotechnical site characterization and perform the engineering calculations necessary for foundation and slope stability design criteria. When the services are complete, S&ME will prepare a geotechnical investigation and engineering report. The report will include test logs, soil stratification and description of subsurface conditions, groundwater observations, estimated settlement, recommended foundation and design parameters, slope stability recommendations, seismic classification and summary of hazards, and subgrade preparation/earthwork recommendations.

The construction plan sets will generally consist of the following sheets:

- Cover Sheet
- Legend & Abbreviations Sheet
- General Notes & Pay Items (This sheet will include "Summary of Estimated Quantities" referencing standard SCDOT pay items.)
- Property Strip Map (for property or easement acquisition)
- Plan and Profile Sheet(s)
- Stormwater Pollution Prevention Plan (SWPPP) Sheet(s)
- Erosion & Sediment Control (E&SC) Detail Sheet(s)
- Traffic Control Plan Sheet(s) – assumes that a detour or simple two-phase plan will be possible for the project
- Applicable SCDOT (or County) Detail Sheet(s)

Generally, SCDOT standard specifications will be used including the use of the SCDOT pay item list and quantities while preparing cost estimates. The design will be based upon current SCDOT and County design standards and manuals, as appropriate. Construction plan submittal will be made at 75% (draft) and 100% (final) completion milestones. The draft plans (75% plans) will include basic plan and profile data and will be sufficiently developed to determine the property and easement acquisition requirements of the proposed improvements.

A design field review meeting with the County (and other stakeholders, as appropriate) will be conducted in the field. A half-day field review will be conducted, and the entire project site covered – 3 locations.

Based on the draft plans, the design field review, and any adjustments required during permitting (see below), final construction plans will be prepared. It is anticipated that SCDOT bid items and specifications are to be used for the project. Based on the final construction plans, the Consultant shall prepare a bid tabulation form (with bid items and quantities – related to SCDOT items and specifications).

**COWFORD SWAMP AND BUCKSPORT ROAD PROJECTS
SCOPE OF SERVICES****NOVEMBER 18, 2021**

The Consultant shall also prepare special conditions and special provisions sections for the bidding of the project. It is anticipated that the County will coordinate and conduct the bidding for the project including assembling the bid documents. The technical specifications for the project will consist of standard SCDOT specifications (by reference) and any specifications of affected water and sewer utilities (if necessary). These items will be referred to by reference in the bid documents.

The Consultant shall prepare Special Provisions and Special Conditions sections for the bid documents. These sections shall address non-standard (SCDOT) items and or requirements.

Based on the design plans, an opinion of probable cost will be developed for the project at the draft and final construction plans and reviewed with the County. The County's comments and input will be incorporated in the design. Potential design changes may be made in response to the County's comments.

Right-of-way/Easement Acquisition Phase

Thomas & Hutton's Sub-Consultant, THC, Inc., will provide easement and right-of-way acquisition services. Services will include coordination of acquisitions, preliminary title opinion, title update, standard appraisal, and appraisal reviews. THC will prepare the necessary deed or easement. Thomas & Hutton will prepare the necessary right-of-way or easement exhibits. Thomas & Hutton will stake the proposed right-of-way/easements in the field during negotiations. THC will coordinate the required signatures on the documents and provide the documents to the County for final payment to the property owner. THC will record the deed or easement after the property owner has been paid.

All easement and right-of-way acquisition services will follow applicable state and federal guidelines and regulations.

Easement and right-of-way acquisition services will be provided on a per parcel basis. Eleven (11) parcels have been identified as being impacted by the proposed project (parcels located along Big Bull Landing Road and Bucksport Road).

Permitting Phase

Thomas and Hutton (or our sub-consultant) will prepare and submit permit packages to the agencies for review and issuance of required permits. It is anticipated that the following permits will be required:

- a. United States Army Corp of Engineers (USACE) 404 Wetland Impacts – Nation-wide permit
- b. Horry County Stormwater and Municipal Separate Storm Sewer System (MS4)
- c. OCRM Coast Zone Consistency
- d. SCDHEC Bureau of Water (BOW) National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP)
- e. South Carolina Department of Transportation (SCDOT) Encroachment Permit (Bucksport Road crossing only).
- f. Environmental Assessment (per HUD procedures)

For the United States Army Corp of Engineers (USACE) 404 Wetland Impacts, Thomas & Hutton shall work closely with our wetlands consultant (The Brigman Company) to ensure the projects fall within the limits of a nation-wide permit.

Minimal utility coordination is anticipated for the project. Thomas & Hutton does not anticipate that any major utilities will need to be relocated as part of the project. Thomas & Hutton will coordinate with local utilities to identify facilities in the project area, assess if they are in conflict with the proposed project, and coordinate relocation (by the utility) if necessary.

COWFORD SWAMP AND BUCKSPORT ROAD PROJECTS
SCOPE OF SERVICES

NOVEMBER 18, 2021

An Environmental Assessment (EA) will be conducted as outlined below. A separate EA report will be prepared for both the Cowford Swamp work and the Bucksport Road work.

An environmental assessment (EA) will be completed to satisfy requirements under the National Environmental Policy Act (NEPA). The EA will follow HUD procedures as outlined in 24 CFR Part 58 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities. As stated in 24 CFR Part 58, an EA must be prepared using current HUD-recommended formats or equivalent formats. The scope of the EA will include:

- Site Reconnaissance - field reconnaissance of the project area and adjoining properties (from public rights-of-way) will be performed for evidence of items listed in the EA requirements.
- Consultation with Local, State and Federal Government Agencies and Authorities:
 - Section 106 Historic Preservation - Consultant will be responsible for facilitating communication and coordination necessary to satisfy the Section 106 consultation process, including consultation with the South Carolina Department of Archives and History State Historic Preservation Office (SHPO) and the Catawba Tribal Nation Historic Preservation Office (THPO). Consultant will review the latest available information for historic and archaeological resources on SHPO's website. A completed project review form and supporting documentation (maps, photographs, and applicable research materials) will be submitted to the SHPO and THPO for review and comments.
 - South Carolina Department of Health and Environmental Control's (SCDHEC) Ocean and Coastal Resources Management (OCRM) - A scoping letter will be submitted with applicable information regarding federal funding consistency.
 - U.S. Army Corps of Engineers (USACE). (Note the USACE coordination/consultation will be completed concurrently with the work under the USACE 404 nation-wide permit.)
 - Assess and document site conditions as to the presence and/or absence of wetland areas, utilizing the three parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 USACE Wetlands Delineation Manual and appropriate regional supplement.
 - Identify and mark upland/wetland boundaries with pink "WETLAND BOUNDARY" flags.
 - Identify and mark waterways (rivers, streams, and jurisdictional ditches), lakes, and ponds, considered to be waters of the U.S. under the jurisdiction of the USACE and/or SCDHEC.
 - Prepare and submit a Request for Jurisdictional Determination (JD) Package to the USACE. The package shall include a wetland plat.
 - Meet on-site with a representative of the USACE to review the delineated boundaries.
 - Obtain a final JD letter from the USACE
 - Eight Step Decision Making Process for Floodplain Management - If the project is determined to affect a 100 year floodplain, Consultant will facilitate the eight step process on behalf of Horry County in accordance with 24 CFR 55.20. Consultant will evaluate project alternatives, prepare any required public notices, and provide to Horry County for review, publication, and dissemination.
 - U.S. Fish and Wildlife Service (USFWS) regarding federally protected species. – Review of available public records from the USFWS and the South Carolina Department of Natural Resources (SCDNR) websites. A site reconnaissance will be conducted to determine the presence of federally listed protected species known in the county, as well as potential habitat for protected terrestrial species. Upon completion of the above tasks, a written report will be prepared documenting observations and conclusions. The report will be submitted to the USFWS for review and comment, if necessary.
- Review of Publicly Accessible Websites – Review of local planning, zoning, community services, land use documentation and other applicable maps and information available on publicly-accessible city, county, state or federal websites.

COWFORD SWAMP AND BUCKSPORT ROAD PROJECTS
SCOPE OF SERVICES

NOVEMBER 18, 2021

- Preparation of the HUD EA Document – Prepare a HUD EA document detailing the review findings and supporting documentation. A narrative of the project background, purpose and need of the project, alternatives measures considered, and recommended mitigation measures will be included in the EA. The project narrative will be prepared based upon information provided by the County. As stated above, a separate EA Document will be prepared for each project.

EA Assumptions/Exemptions:

- The HUD EA does not include Phase I or II ESAs, soil or groundwater testing, radon testing, asbestos surveys, air monitoring, lead-based paint surveys, drinking water testing, public notice documents, permit preparation or wetland/stream mitigation. Horry County will coordinate posting and dissemination of public notices unless otherwise stated.
- SCOR-DRD will be the responsible entity for the project. Horry County will review the EA prior to submission to SCOR-DRD for execution.
- The EA will be documented using the Part 58 Environmental Assessment Form, published December 2013.
- The Scope of Services does not include additional studies, agency consultations following initial determination requests, or mitigation activities. These actions will be recommended as necessary in the EA.
- Additional environmental related tasks may be required to satisfy the requests of HUD based on the results of the EA. These additional tasks are not proposed to be initiated at this time; however, the results of the EA may necessitate the consideration of these, and other tasks.

Due to the uncertainty of the permitting process, the services are to be provided on a time and expense (T&E) basis. The budget provided shall not be exceeded without written authorization from the County.

Bidding Assistance Phase

Thomas & Hutton will prepare special conditions and special provisions sections for the bidding of the project. It is anticipated that the County will coordinate and conduct the bidding for the project including assembling the bid documents. The technical specifications for the project will consist of standard SCDOT specifications (by reference) for the Bucksport Road part of the project and County specifications for the other parts of the project.

Thomas & Hutton will assist the County in the bidding of the project; including attending the pre-bid conference, providing responses to questions from bidders, bid tabulation, bid review, and recommendation of award.

Due to the uncertainty of the bidding process, the services are to be provided on a time and expense (T&E) basis. The budget provided shall not be exceeded without written authorization from the County.

Construction Services Phase

Thomas & Hutton will provide consulting services during the construction phase of the project as requested by the County. We understand that the County shall provide construction contract management and field inspections for the project. We will provide support to the County during construction as requested. This support may include addressing requests for information, submittal reviews, periodic field meetings and reviews, final project walk-through and punch list preparation.

Due to the uncertainty of the potential construction services needed, the services are to be provided on a time and expense (T&E) basis. The budget provided shall not be exceeded without written authorization from the County.

**COWFORD SWAMP AND BUCKSPORT ROAD PROJECTS
SCOPE OF SERVICES****NOVEMBER 18, 2021**

Exclusions

Items **not** included in the scope of services are as follows:

- Two-dimensional modeling
- Archaeological survey and report
- Phase One or Phase Two Environmental Assessments
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work and covered by this contract
- Individual wetland impact permit
- Act as an expert witness for legal activities
- Grant management
- Utility relocation design for telephones, cable television, gas, and power distribution systems
- Subsurface utility engineering (SUE)
- Full-service/full-time construction engineering and inspection (CE&I)
- Construction stake-out or as-built surveys
- Right-of-way or easement closings
- Attorneys fees
- Right-of-way or easement plats
- Land clearing

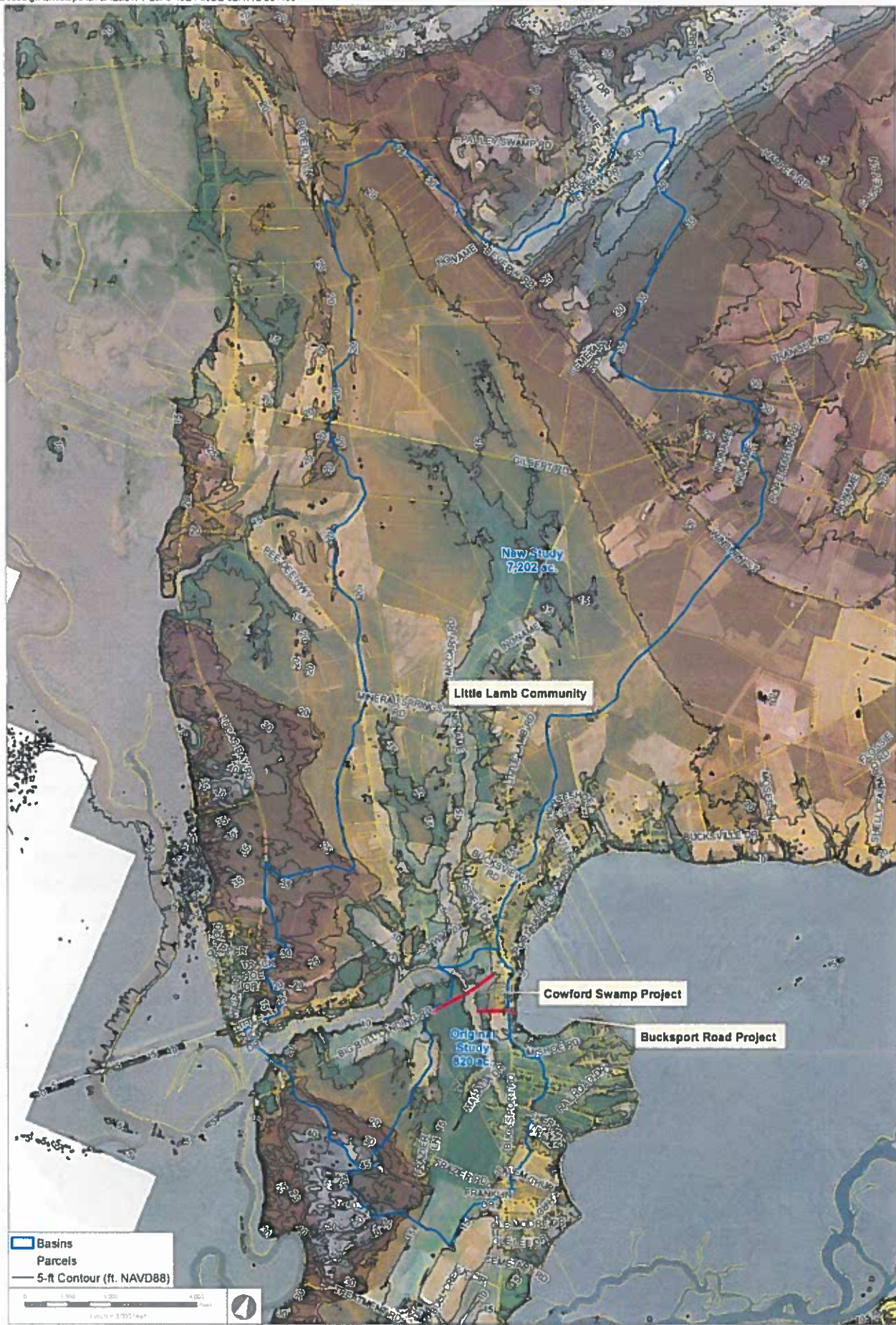
These items can be coordinated or provided, if requested by the Owner in writing.

Fee

Compensation to Thomas & Hutton Engineering Co. for services under this professional services agreement shall be as outlined in the attached table.

The fee arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the Project through completion.

All time and expense (T&E) services and any additional services (if requested by the County) shall be paid based on the hourly rates as described in the attached 2021 Thomas & Hutton Engineering Co. Engineering Service on a Time and Expense Basis.



Basins
 Parcels
 5-ft Contour (ft. NAVD88)



Little Lamb Community

Cowford Swamp Project

Bucksport Road Project

New Study
7/2021

Original Study
02/06

Project Map

Horry County, SC

Cowford Swamp and Bucksport Road Projects

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Horry County, SC Cowford Swamp and Big Bull Landing Rd. Roadway and Drainage Improvements Project Schedule

