

SE-240

**SMALL PROFESSIONAL SERVICES CONTRACT TERMS AND CONDITIONS****AGENCY:** SOUTH CAROLINA OFFICE OF RESILIENCE**PROJECT NAME:** DILLON COUNTY STORMWATER INFRASTRUCTURE**PROJECT NUMBER:** D30-N014-MJ**A/E NAME:** WESTON & SAMPSON ENGINEERS, INC.**ADDRESS:** 3955 Faber Place Dr, Suite 300NORTH 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 Terms and Conditions as they apply to the Contract for the project listed above.

**A. CONTRACT DOCUMENTS**

1. Documents forming a part of this contract are, in order of precedence:

- a. These Terms and Conditions, 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. *"SCOR Dillon Stormwater Infrastructure" scope of proposed work dated 9/11/22.*
- c. Supplemental Conditions, attached if applicable.
- d. The following other documents:

2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.
3. The Agency's Budget for the Cost of the Work: \$5,266,000.00

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**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:** Robert L Horner, PE**TITLE:** Vice President/ Regional Manager**ADDRESS:** 3955 Faber Place Dr, Suite 300, North Charleston, SC 29405**TELEPHONE:** 843-881-9804**EMAIL:** HornerR@wseinc.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 Subconsultant 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's 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, 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. The Agency shall compensate the A/E for the services rendered as described in the Contract Documents in Section A. The A/E may make application for payment for services performed on a monthly basis. 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.
2. The Agency shall compensate the A/E for Additional Services that may arise during the course of the Project by negotiated Amendment to this contract. The hourly billing rates to be used to negotiate additional services by the A/E and the A/E's consultants shall be included as an attachment referenced in Section A.
3. 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.
4. The Agency shall compensate the A/E for Reimbursable Expenses described in the Contract Documents referenced in Section A as a not-to-exceed amount. 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.
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://ce.sc.gov/guidance-and-forms-state-agencies/cegs-accounting-policies-and-procedures>]. There shall be no charge for time spent in travel.
6. Progress Payments: Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the A/E's invoice. 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 Agency shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.
7. The Agency shall not withhold amounts from the A/E's compensation to impose a penalty.

**AGENCY:**  
BY:   
(Signature of Representative)

**A/E:**  
BY:   
(Signature of Representative)

**PRINT NAME:** Eric Fosmire

**PRINT NAME:** Robert L. Horner, PE

**PRINT TITLE:** Chief of Staff

**PRINT TITLE:** Vice President/Regional Manager

**DATE:** 11/06/2022

**DATE:** October 6, 2022



Date: September 1, 2022

Project: SCOR Dillon County Stormwater Infrastructure State Project D30-N014-MJ

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## PART 1.0 PROJECT DESCRIPTION

### OVERVIEW

The referenced project includes the following major components:

1. D30-N014-MJ-A: Riverdale Storm Drainage
  - Install approximately 5,500 LF of open channel/ditch widening.
  - 1,000 LF of storm drainage lines and culvert crossings.
  
2. D30-014-MJ-B: Lucius Road Outfall and Channel Improvements
  - Increase capacity of the outfall with additional 48" pipe.
  - Lower elevation of existing 48" pipe.
  - Lower elevation of water line.
  - Widen channel from Lucius Road to Highway 301.
  
3. D30-014-MJ-C: Railroad Crossing at S. Railroad Avenue
  - Replace existing 48" extending south from Lucius Channel to E. Earl Street and 4th Ave with 185 LF of 60" RCP.
  - Replace existing 24" pipes extending west along E. Earl Street from S. 4th Ave to open ditch along north side of 4th Ave with 445 LF 60" RCP.
  - Increase capacity for 250 LF of the roadside ditch extending west along the north side of E. Earl Street or replace with 60" pipe.
  - Replace the existing 30" pipe crossing underneath the CSX Railroad and existing pipes/ditch to the intersection of S. 1st Ave. and W. Earl St. with 560 LF 60" RCP.
  
4. D30-014-MJ-D: Dargan Street to Washington Trunk Line
  - Increase existing stormwater capacity along Railroad Avenue from Dargan Street to the Washington Trunkline.
  - Replace the existing 40" pipe from the Lucius Discharge Channel tie-in to the intersection of E. Dargan Street and US Highway 301.
  - Replace the existing 30" pipe extending north up US Highway 301 to the intersection with E. Hampton Street with 1,032 LF of 60" pipe.
  - Replace the existing 30" pipe along E. Hampton Street with 692 LF of 54" pipe extending to the intersection of E. Hampton St. and S. 6th A venue.
  - Replace the existing 24" pipe along S. 6th A venue, extending to the intersection of E. Harrison St with 786 LF of 48" pipe.
  - Replace the existing 20" pipe along S. 6th A venue, extending from the intersection of E. Harrison to the intersection of E. Washington St. with 546 LF of 42" pipe.
  - Replace the existing 12" lateral pipes at the intersection of E. Harrison and N. 6th Avenue with 280 LF of 18" pipe.

This Scope of Work is intended to address the environmental assessment, design, permitting and post design services for the referenced improvements.

## PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

Careful planning, coordination, and communication with the OWNER is very important to ensure the success of the project. To ensure the design is fully coordinated with all stakeholders, incremental approvals will be used as the project progresses. This type of systematic review and approval process will be key to the success of the project. Based on this approach, this project will have 30%, 60%, 90%, and Final (100%) design submittals. This will help ensure that the design is fully aligned and coordinated between the ENGINEER and OWNER and provides opportunities for review, discussion and comments on the design concepts and details. The 30% submittal will service as the Basis of Design (BOD) for the project which will include a detailed/comprehensive meeting with the OWNER and overall project Team to review the evaluation report for each improvement proposed.

The following scope of services will be performed by ENGINEER pursuant to this Scope of Work:

### Task 1.0 – Project Initiation, Implementation and Management

**Objective:** The ENGINEER will provide project initiation, implementation, and management services under this task. This task will include project initiation activities such as conducting the project kickoff meeting and development of the project schedules, conducting project meetings, and project quality management tasks.

**Work Tasks:** The ENGINEER will provide the following tasks:

- 1.1 **KICKOFF MEETING:** A project kickoff meeting will be held with the OWNER to discuss the project schedule, administrative procedures, respective responsibilities and delivery of design, communications, OWNER expectations, progress reporting, public relations (in general as needed), data collection and other matters as appropriate.
- 1.2 **PROJECT SCHEDULE:** A detailed project schedule will be developed for the engineering activities during the design phase, upon receipt of the notice to proceed. The schedule will be reviewed with the OWNER and finalized, with copies sent to the OWNER. The schedule will be developed, maintained, and updated as needed in Microsoft Project Software.
- 1.3 **PROJECT MEETINGS:** The ENGINEER will meet with the OWNER at key milestones of the project efforts to keep the team apprised of the progress of the work, to discuss coordination issues, and other project relate topics. Meetings will be held both virtually and in person as pre-determined by the ENGINEER and OWNER. The ENGINEER has estimated this activity will include up to eighteen (18) project meetings (kick-off, approximately 11 monthly, 30%, 60%, 90%, Final) during the execution of the work. This effort progresses the project through the bidding phase. Construction administration and inspection will begin at the end of the bidding phase. Construction administration and inspection will be described later in this scope.
- 1.4 **PROJECT AND QUALITY MANAGEMENT:** The ENGINEER'S Project Manager will provide oversight and management of the project scope throughout the execution of the project. This task will include project management tasks including, but not limited to, project set-up, planning, tracking, billing, coordination, quality control and project closeout.

**Deliverables:**

- ◆ Kickoff Meeting: Meeting minutes will be prepared by the ENGINEER and distributed to all meeting attendees, summarizing the key discussion and action items resulting from the meeting.
- ◆ Project Schedule(s): A baseline project schedule will be prepared and distributed following receipt of the notice to proceed. Updates to the design schedule will be prepared as needed and submitted to OWNER upon request.
- ◆ Project Meetings: Meeting agenda and minutes will be prepared by the ENGINEER and distributed to all meeting attendees, outlining the meeting topics, and summarizing the key discussion and action items resulting from the meeting.

**Information or Services Required by OWNER:**

- ◆ Kickoff Meeting: Provide stakeholder contact information (if additional individuals or groups are invited) and provide the meeting location if in person.

**Assumptions:**

- ◆ All four projects will be performed concurrently, and the administrative tasks and meetings will be performed for each simultaneously.

**Task 2.0 – Public Involvement and Outreach**

**Objective:** The ENGINEER will work to develop community engagement through the collection of input, presentation of viable solutions, and a demonstration of understanding of challenges in the project area. Information will be collected associated with a history of when and where areas have flooded in the past, the extents of the flooding, and potential impacts of the projects so that alternatives can be reviewed and presented to the community as appropriate. Weston & Sampson will invite residents to become part of these solutions through outreach and engaging conversation. Stakeholder and public engagement will be conducted early in the design phase of the project to identify additional considerations into construction and final design. Additionally, this effort will allow Weston & Sampson and the OWNER to build trust and gain buy-in from those who will be most impacted by construction activities

**Work Tasks:** The ENGINEER will provide the following tasks:

- 2.1 COMMUNITY ENGAGEMENT WORKSHOP: Weston & Sampson will plan and facilitate a workshop with City of Dillon residents following delivery of the Basis of Design (30%). To engage with as many community members as possible, this meeting may be virtual (e.g., on Zoom) and/or in person, in a format to be determined in collaboration with the City of Dillon and SCOR. At the workshop, Weston & Sampson will engage project stakeholders in discussion of the following:
  - Review of existing flooding conditions in the identified project areas.
  - Review proposed solutions, construction methods and project impacts.
  - Receive feedback to identify concerns and additional considerations.
- 2.2 PUBLIC MEETINGS: Weston & Sampson will conduct up to four public meetings, offering both virtual (e.g., Zoom) and in-person attendance options, to engage constituents on the proposed projects and learn their specific concerns. This will also be another opportunity to build trust and confidence in the design team and the proposed projects.

Additional engagement deliverables can be provided if determined necessary by the OWNER. Additional engagement deliverables will be based on hourly rates.

**Deliverables:**

- ◆ Website content, flyers, brochures, presentations for public meetings and exhibits for kiosk displays.

**Information or Services Required by OWNER:**

- ◆ Attendance at public meetings with ENGINEER.
- ◆ Assistance with notifications and audience identification.
- ◆ Assistance with identification of and securing meeting locations and facilities.
- ◆ Post website information provided by ENGINEER on City/County/SCOR websites.

### Task 3.0 – Data Collection and Analysis

**Objective:** The ENGINEER will collect and compile applicable available data, and existing design documents for use in developing a complete set of construction documents for bidding and construction of the facilities noted in the project description. The ENGINEER will also collect and compile information on other utilities within the project area. ENGINEER will compile the data provided into working drawings of the project area for use during design.

**Work Tasks:** The ENGINEER will provide the following tasks:

- 3.1 **EXISTING UTILITY PLAN ANALYSIS:** OWNER shall provide any available data for the facilities in and around each of the project areas as necessary for the design of the proposed facilities. The data shall include, future improvement plans, available easement information, previously developed design calculations, models, technical specifications, design drawings and permits (applications and permits obtained), including electronic copies in ACAD, Excel, Word or another applicable digital format if available.
- 3.2 **FUTURE UTILITIES AND ROADWAYS:** ENGINEER will contact adjacent utilities, SC Department of Transportation (SCDOT) as applicable, and the Public Works Department to request available as-built or record drawings of adjacent utilities (see Quality Level D below) and roadways within the project area. The utilities expected include gas, fiber optic, power, water, sewer, telephone and cable; roadways could include both SCDOT, City and County roadways.
- 3.3 **PROPERTY RESEARCH:** The ENGINEER shall conduct property research for the proposed project route for use in construction documents. Information shall include, but not be limited to jurisdictional boundaries, zoning variances/requirements, rights-of-way, easements.
- 3.4 **SUBSURFACE UTILITY ENGINEERING:** The ENGINEER shall perform utility locating services (Quality Level B) for underground utilities along the selected project alignment routes and locations. Quality Level B shall be defined as indicating, by marking, the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. Quality Level B is inclusive of Level C and D, see below:
  - Surface survey services (Quality Level C) for underground utilities. Quality Level C shall be defined as correlating applicable utility records to surveyed surface features, taking into account the geometries and indications on the records of these surface features. This includes determining when records and features do not agree and resolving these discrepancies.
  - Existing Records services (Quality Level D) for underground utilities. Quality Level D shall be defined as information derived from existing records or oral recollections.

Select critical areas along the project route where there is a high potential for utility conflicts with little opportunity for relocation will have Level A SUE performed. Level A SUE identifies underground utilities by means of excavation (potholing) to visually confirm underground location and depth. Level A SUE is inclusive of Levels B, C, and D. Level A SUE will not be performed along the entire project route. It is estimated Level A potholing will be required at approximately 6 project locations. Level A SUE in excess of 6 locations is not included in this Scope of Services.

### **Deliverables:**

- ◆ The information collected will be utilized to prepare a complete set of Bid Documents for the construction of the project as presented in the Project Description. No specific deliverable will be produced for this task. The task will result in additional information to be included in the Basis of Design and the base maps.

*Information or Services Required by OWNER:*

- ◆ Any available relevant drawings, studies, preliminary evaluations, reports or records; property and easement plats.

*Assumptions:*

- ◆ All four projects will have subsurface utility engineering performed within the same time period by one SUE contractor. SUE Level A and B will be conducted in a single mobilization and demobilization for each.

**Task 4.0 – Field Reconnaissance, Survey, and Right-of-Way Mapping, Geotechnical Investigation**

**Objective:** The ENGINEER shall perform investigation of the project areas to supplement existing data and to provide additional information as to the horizontal and vertical location of structures, land features, property corners/roadway rights-of-way, and utilities (see Quality Level B above), subsurface geologic properties, wetland locations and boundaries, locations and status of critical landscaping, etc. in order to facilitate the proper design of the referenced stormwater improvements constructed in this project. The ENGINEER will utilize field survey data as the base drawing. Field survey, geotechnical investigation, wetland survey, and tree survey will be conducted at the proposed project location sites and along routes to properly represent existing conditions in the construction plans. The survey area will extend the entire width of the road rights-of-way and 20 feet beyond property boundaries where necessary to recognize important and relevant features.

Surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods. Local benchmark(s) as established by the National Geodetic Survey shall be used to establish horizontal and vertical control within the project limits.

Horizontal datum shall be:

- SC State Plane Coordinates NAD83
- Vertical datum shall be: NAVD88

**Work Tasks:** The ENGINEER will provide the following tasks:

- 4.1 **WETLAND ASSESSMENT / DELINEATION:** ENGINEER shall identify wetland/aquatic areas within site boundaries. The services rendered will consist of the field determination of jurisdictional waters/wetland areas on the site. Wetlands will be defined using the U.S. Army Corps of Engineers (USACE) Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and Regional Supplements. This technique uses a multi-parameter approach which requires positive evidence of the following three criteria: Hydrophytic vegetation dominance, Wetland hydrology indicators, Hydric soil indicators. Ditches, ponds and other areas of open water will be identified and described and may be considered jurisdictional, therefore, they will also be represented on Bid Documents.
- 4.2 **TREE SURVEY AND GRADING:** ENGINEER shall engage a certified arborist to identify, including species and diameter, all trees considered significant to the City of Dillon for the permitting of this project. Trees will be flagged with a ribbon and labeled and graded based on their condition. The location of these trees will be included in the field survey. Each tree identified will be documented with photos and necessary descriptions for use during permitting. Tree survey will be inclusive of any tree with a drip line that extends into an area deemed as part of a project site or road rights-of-way along the existing and proposed pipeline or channel improvement areas or routes.
- 4.3 **FIELD SURVEY:** ENGINEER shall locate both horizontally and vertically (where appropriate) exposed structures, key site components, land features, property corners (as required), utilities, etc., such as, but not limited to, location of paved roads, sidewalks and driveways (w/ type identified); storm water culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); storm water ditches (w/top and bottom of banks identified); power poles and guy wires



(w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines (where within the project corridor noted above); and any other miscellaneous aboveground structure or feature.

- Underground utilities will be identified and marked in the field by the surveyor conducting a Quality Level B investigation with specific areas targeted for Level A – refer to Section 3.4.
- From the survey data, ENGINEER shall prepare a final AutoCAD electronic file that locates all horizontal (planimetric) features for each and contains, on separate layers, all feature labels and all survey points with point number, description, and elevation.
- ENGINEER shall set sufficient temporary benchmarks to conduct the field survey.

4.4 **GEOTECHNICAL INVESTIGATION:** Engineer will perform a geotechnical investigation associated with deep excavation areas including the CSX RR crossing, channel widening and road intersections where significant utility relocations will be required. This will include of up to ten (10) soil borings or CPTs based on the recommendation of the geotechnical engineer.

**Deliverables:**

- ◆ The survey information collected will be utilized to prepare a complete set of Bid Documents for the construction of the project as presented in the Project Description. No specific deliverable will be produced for this task. Any information found in the field that differs from available GIS or other records will be identified and provided to OWNER for use in correcting the GIS database.
- ◆ Establish horizontal and vertical control sufficient to perform construction layout and documentation and include on plans. They may need to be re-established between bid and construction if they are disturbed.
- ◆ Geotechnical report.

**Information or Services Required by OWNER:**

- ◆ Access to all project sites.
- ◆ Coordination with workplan and approval of boring activity.

**Assumptions:**

- ◆ All four projects will be surveyed within the same time period by one survey team.
- ◆ The field data collection, to include tree survey, wetland delineation, and geotechnical investigation, will each be conducted in a single mobilization and demobilization.

**Task 5.0 – Hydraulic Model Analysis**

**Objective:** The ENGINEER shall review the existing hydraulic modeling and determine the specific design parameters based on this model. The Weston & Sampson team will verify existing conditions and validate these conditions in the model by calibrating the model as necessary to represent field conditions before and after the improvements proposed. Performance of proposed improvements will be verified, and pipe sizes, elevations and arrangements will be tested based on anticipated storm events. Modeling shall be coordinated with the master plan or other existing model(s). Storm events will be evaluated based on 50%, 10%, 4%, 2%, and 1%, 24-hour storm events. Final basis of design decisions will be reviewed by the design team and incorporated into the master model for confirmation of design parameters.

**Work Tasks:** The ENGINEER will provide the following tasks:

5.1 **MODEL CREATION AND ANALYSIS:** ENGINEER shall develop a simple hydraulic model using the existing model platform or another appropriate modeling software to evaluate the proposed improvements referenced in this task order in terms of expected performance of selected scenarios

and storm events. The model will be used to verify proposed improvement performance and asset sizing.

*Deliverables:*

- ◆ ENGINEER will provide OWNER with brief memorandum detailing the results of the analysis.

*Information or Services Required by OWNER:*

- ◆ Any available maps or drawings.
- ◆ Any available existing hydraulic models or modeling analysis reports.
- ◆ OWNER will provide ENGINEER with review comments.

**Task 6.0 – Preliminary Design / Basis of Design (30%)**

**Objective:** The ENGINEER shall evaluate and develop the basis of design for the facilities described under Project Description in Part 1 of this Scope of Work and generate a technical memorandum that confirms aspects of the design, parameters, and outlines proposed improvements. Additionally, the ENGINEER shall compile and develop the 30% design and construction documents. ENGINEER assumes this project will be bid and constructed under a single contract.

**Work Tasks:** The ENGINEER will provide the following tasks:

- 6.1 PRELIMINARY ENGINEERING: ENGINEER shall develop a Basis of Design as part of 30% design, a report outlining each of the project improvements and outfalls to confirm design parameters and performance expectations under various anticipated conditions and storm events.
- 6.2 DESIGN CALCULATIONS & MODELING: ENGINEER shall perform design calculations for the project components as necessary to confirm configurations, sizes and design. Modeling will be performed to confirm elevations and capacity.
- 6.3 FIELD RECONNAISSANCE: ENGINEER shall identify, in the field, the various effects of the project as designed. This information will be utilized in the Contract Documents to identify and develop specific measures that will be included in the Project, to be performed by the selected Contractor.
- 6.4 PRELIMINARY ENGINEERING, 30% DESIGN: ENGINEER shall develop, as part of 30% design, a Basis of Design (BOD) outlining the criteria to be utilized in the development of the design drawings and specifications. The 30% design will include criteria for all conveyance aspects, pipe sizes, channels, outfalls, and connections. ENGINEER will perform a Technical and Constructability Review meeting with the OWNER following submittal of the 30% design and incorporate comments into the final design.
- 6.5 DESIGN TECHNICAL AND CONSTRUCTABILITY REVIEW: ENGINEER will conduct a thorough review of the preliminary engineering design with technical specialists prior to submittal to ensure the design and alternatives proposed are constructable and meet the technical requirements for the project scope. Due to the nature of the project and coordination that will occur regularly during the design phase of the project, the ENGINEER will perform a Technical and Constructability Review with the OWNER following the 30% design submittal.
  - Additionally, the ENGINEER will review the construction plans with a third-party contractor. This will aid in constructability and understanding of scheduling. ENGINEER will share the CONTRACTOR'S suggestions with the OWNER and recommendations will be incorporated if feasible.
- 6.6 OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: ENGINEER shall prepare a preliminary opinion of probable construction cost (OOPCC) for the alternatives considered during the 30% BOD development phase.

*Deliverables:*

- ◆ Model results and confirmation summarized in the BOD report.

- ◆ 30% conceptual routes and improvements and preliminary OOPCC.

**Information or Services Required by OWNER:**

- ◆ OWNER will provide ENGINEER with review comments and attend review meeting at 30% design phase.

**Assumptions:**

- ◆ Runoff flow volumes used to create the existing master plan will not be re-evaluated by Weston & Sampson.

**Task 7.0 – Design Development through Final Design**

**Objective:** The ENGINEER shall compile and develop design and construction documents for all proposed facilities as described in this scope along with the necessary improvement to ensure that the project is effective as anticipated. The ENGINEER assumes this project will be bid and constructed under a single contract.

The ENGINEER shall prepare 60%, 90%, and 100% (Final) design submittals that include plans, specifications, and opinions of probable construction costs. Each submittal shall incorporate the comments received from the OWNER at the previous submittal's design review meeting.

**Work Tasks:** The ENGINEER will provide the following tasks:

**7.1 CONTRACT DOCUMENTS, DESIGN DRAWINGS AND TECHNICAL SPECIFICATIONS:** ENGINEER shall prepare signed and sealed contract documents, design drawings, and technical specifications showing the scope, extent, and nature of the work to be performed and furnished by the contractor. The technical specifications shall be prepared in general conformance with the 32-division format of the Construction Specification Institute and shall comply with the OWNER's standards or other standards as required for funding compliance for construction. The contract documents shall include the following:

- Division 0 of the Contract Documents will be prepared in accordance with the appropriate procurement documents or OWNER's standard documents and the ENGINEER's recommendations. The ENGINEER will provide the relevant data/write-ups to populate the contractual sections, general and supplemental conditions, measurement and payment, special requirements for construction and sequence of construction sections.
- All Divisions of the Contract Documents (as applicable) will be developed using any available OWNER's or funding entity's standard technical or special sections. Sections required that are not in the OWNER's standard technical sections will be provided by ENGINEER. All required sections associated with maintaining funding compliance will be provided by the OWNER and/or funding entity.
- Construction drawings (provided as exhibits in the Contract Manual) shall be developed and will provide sufficient information for bidding and installation.

**7.2 DESIGN TECHNICAL AND CONSTRUCTABILITY REVIEW:** Due to the nature of the project and coordination that will occur regularly during the design phase of the project, the ENGINEER will perform a Technical and Constructability Review with the OWNER at the 60% and 90% design stages of the drawings and technical specifications. At each stage, the OWNER will receive the documents for review and comment, followed by a meeting with ENGINEER (if required by OWNER) to discuss the OWNER's review. Upon completion of the review at 90%, the ENGINEER shall compile comments and make any required revisions and develop final documents.

- Additionally, the ENGINEER will review the construction plans with a third-party contractor. This will aid in constructability and understanding of scheduling. ENGINEER will share the CONTRACTOR'S suggestions with the OWNER and recommendations will be incorporated if feasible.

**7.3 TREE PRESERVATION PLAN:** The ENGINEER shall coordinate with a certified arborist to develop a plan that will ensure the preservation of all significant trees within the project area. This plan will include a tree



table identifying all significant trees with their species and diameter, along with any necessary protective measure or impact remediation.

- 7.4 REGULATORY AGENCY COORDINATION: The ENGINEER shall coordinate the regulatory agency requirements for the project. Coordination will be performed during the preliminary design phase to ensure regulatory considerations are properly incorporated into the design. The ENGINEER shall submit final design drawings and such other design information as may be required.
- 7.5 OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: ENGINEER shall prepare an opinion of probable construction cost (OOPCC) at the 60% and 90% design stage of the project.

*Deliverables:*

- ◆ Construction plans, technical specifications, and OOPCC at 60% and 90% design stages.
- ◆ Final construction plans and contract documents at 100% design stage, in preparation for bidding.

*Information or Services Required by OWNER:*

- ◆ OWNER will provide ENGINEER with review comments and attend review meetings at 60% and 90% design phases.

*Assumptions:*

- ◆ All four projects will be surveyed within the same time period by one survey team.

**Task 8.0 – Permitting**

**Objective:** The ENGINEER shall assist the OWNER in securing permits associated with the project.

**Work Tasks:** The ENGINEER will provide the following tasks:

- 8.1 REGULATORY REVIEW: ENGINEER shall finalize the list of permit and approval requirements once the extent of the project has been fully confirmed. Where necessary, ENGINEER shall assist the OWNER with discussions regarding the proposed project with the applicable regulatory agency to fully define the permit requirements and to identify the major permitting issues that must be resolved. A permitting strategy shall be developed to address the major issues identified and to facilitate the permit acquisition process.
- 8.3 PREPARE AND SUBMIT PERMIT APPLICATIONS: ENGINEER shall prepare and assist the OWNER with submitting the applicable applications, and/or permitting information to the appropriate regulatory agencies for required permits and approvals. Where acceptable, ENGINEER will make application directly. This scope of work assumes that the following permits and/or approvals will be required:
- SCDHEC Stormwater NPDES
  - Dillon County Public Works Encroachment
  - The City of Dillon Planning & Zoning
  - Dillon County Planning & Zoning
  - SCDOT Roadway Encroachment
  - CSX Railroad Encroachment
  - USACE for disturbance to wetland areas
- 8.4 AGENCY MEETINGS AND COORDINATION: ENGINEER will be available to meet with the regulatory agencies as necessary throughout the permit application and review process. This shall include up to three (3) preliminary regulatory agency meetings and four (4) regulatory agency subtask, once the permit applications are submitted, ENGINEER shall maintain contact with the regulatory agencies to monitor and, where possible, facilitate the review process.
- 8.5 UNITED STATES ARMY CORPS OF ENGINEERS, JURISDICTIONAL DETERMINATION: ENGINEER will prepare the USACE Request for Jurisdictional Determination submittal package including site maps.

data sheets, and other supporting information for submittal to the USACE for verification of the wetland boundaries and habitat types. Work included:

- Conducting an on-site visit with USACE representative(s) to review wetland delineation for the purposes of verification and the determination of jurisdictional status.
- Creation of a drawing depicting surveyed wetland boundaries for submittal to USACE for final wetland verification and determination of impacts.

*Deliverables:*

- ◆ ENGINEER will prepare the applicable construction permit applications and associated information on behalf of the OWNER and submit to the OWNER for signatures by the OWNER where required.

*Information or Services Required by OWNER:*

- ◆ OWNER will provide permit application fees and signatures (as required) for permit applications.
- ◆ ENGINEER may provide permit fees as requested by the OWNER in order to facilitate the permitting process. Fees will be reimbursed by the OWNER in accordance with the contract documents.

*Assumptions:*

- ◆ ENGINEER will complete up to three rounds of submittals and addressing comments. Additional reviews and comment rounds will be completed based on hourly rates and appropriate documentation.
- ◆ ENGINEER will submit all permit applications (prepared by ENGINEER) to the respective entity.
- ◆ Permits and regulatory approvals will be submitted for one complete project comprised of the four individual projects.

**Task 9.0 – Environmental Assessment (EA)**

**Objective:** The ENGINEER will prepare environmental documentation in accordance with 24 CFR Part 58 Environmental Assessment Determinations and Compliance Findings for U.S. Office of Housing and Urban Development (HUD) assisted Projects

**Work Tasks:** The ENGINEER will provide the following tasks:

- 9.1 **DATA COLLECTION AND PROJECT INITIATION:** Pertinent resource data will be collected and reviewed prior to conducting a site visit at the project site. Data will include, but not be limited to, U.S. Geological Survey (USGS) Quadrangle maps, aerial photographs, and available spatial data. These data will be used to identify sensitive issues/areas, provide attachments for agency correspondence, and provide source documentation for the EA.

The ENGINEER will visit the project location to determine existing conditions and investigate resources in the vicinity of the project area. Appropriate checklists will be used to document existing environmental conditions and the results of the field reconnaissance. Photographs of the project area and any sensitive environmental features will be taken.

The ENGINEER will prepare a start of study notification and project mapping (project vicinity map, project site map, etc.) for distribution to regulatory agencies and other stakeholders.

- 9.2 **PREPARATION OF ENVIRONMENTAL ASSESSMENT:** Complete the HUD 8-Step Decision Making Process in accordance with 24 CFR 55.20 for project areas located within the floodplain. Prepare and submit requisite agency coordination letters, analyze data and results from the field reconnaissance and agency coordination, and prepare the Part 58 - EA in the HUD Environmental Review Online System (HEROS). The EA will be prepared in accordance with environmental review guidance for HUD-assisted

projects and guidance provided in the State of South Carolina Documentation Sources for HUD Environmental Reviews. The EA will include:

- Description of the Proposed Project
- Statement of Purpose and Need
- Existing Conditions and Trends
- Funding Information
- Statutory Compliance Checklist [24 CFR 50.4, 58.5, and 58.6]
- Other Environmental Assessment Factors 24 CFR 58.40, 40 CFR 1508.8 & 1508.27], including climate change and Environmental Justice
- Alternatives to the Proposed Action
- Mitigation Measures (as necessary)
- Additional Studies Performed and Permits to be Obtained (as necessary)
- List of Sources, Agencies, and Persons Contacted
- Summary of Findings and Determination
- Source Documentation for Environmental Record

One electronic copy of the draft EA and supporting materials will be provided to the OWNER for review and approval (either as a pdf or in HEROS). Review comments will be incorporated into the final EA. The final EA will be entered into HEROS for publication.

If a Finding of No Significant Impact (FONSI) is determined based on the EA evaluation, following approval of the Final EA by the OWNER and HUD, the ENGINEER will prepare a Combined Notice of FONSI and Intent to Request for Release of Funds (NOI/RROF) and provide to the OWNER for review. Once approved, the ENGINEER will arrange for publication of the Notice in a newspaper of general circulation in the local community and will circulate the Notice to regulatory agencies and others with an interest in the project.

The ENGINEER will record all public comments received during the comment period and formulate responses to the public comments with the Client's assistance. At the conclusion of the comment period, the ENGINEER will provide a record of all comments and responses unless no comments are received.

### 9.3 SECTION 106 REVIEW:

- a. State Historic Preservation Office: The ENGINEER will complete a draft South Carolina State Historic Preservation Office (SC-HPO) Project Review Form (<http://shpo.sc.gov/programs/revcomp/Documents/106Form.pdf>) and submit via email. It is anticipated that SC-HPO will not require above-ground architectural historic resource surveys or archaeological surveys, thereby completing coordination under Section 106 of the National Historic Preservation Act. If surveys are required, they will be contracted under a separate agreement.
- b. Tribal Consultation: The Catawba Indian Nation is identified as consulting party for Dillon County. The ENGINEER will use the HUD Tribal Consultation Letter Template and provide consultation letters to the Tribal Historic Preservation Office (THPO) and the Chief. The ENGINEER will submit a draft tribal consultation letter to the OWNER, as the delegated authority for review and signature, before transmitting the letter to Catawba Nation.

#### *Deliverables:*

- ◆ Draft and final EA and environmental review record, including agency correspondence, public comments, and responses to comments

- ◆ Draft and final Combined FONSI/NOI/RROF

**Assumptions:**

- ◆ Up to 50 comments/responses to the public notice are included in the fee proposal
- ◆ Environmental Assessment will be conducted for all four projects simultaneously.

**Task 10.0 – Bidding and Award Assistance**

**Objective:** The ENGINEER shall assist the OWNER with the bidding and award of the project. One bidding phase for a single construction contract is included.

**Work Tasks:** The ENGINEER will provide the following services related to Bidding and Award of the project:

- 10.1 **INVITATION FOR BID:** ENGINEER will assist OWNER in preparing "Invitation for Bid" section of the contract documents. ENGINEER will respond to bidder's questions as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be drafted by the ENGINEER and provided to the OWNER for posting, as required. OWNER will pay all advertisement fees (if any). Engineer will closely coordinate the bidding process with the OWNER and all funding agencies.
- 10.2 **DISTRIBUTION OF CONTRACT DOCUMENTS:** ENGINEER will prepare original copies of the Contract Documents digitally for electronic distribution to the OWNER's selected field of Contractors. The ENGINEER will prepare three (3) copies (paper) of the Contract Documents for the OWNER's use.
- 10.3 **SUBSTITUTE MATERIAL CONSIDERATION:** ENGINEER will consult with and advise OWNER to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.
- 10.4 **BID OPENING:** ENGINEER will attend the bid opening, prepare the bid tabulation, and prepare a recommendation of award upon review of the bids and submitted documentation. The Recommendation will be provided to the OWNER and the funding agency for approval prior to award.
- 10.5 **BID AWARD:** The ENGINEER will assist OWNER in contract award process. Tasks will include conforming contract documents for execution and preparing up to three (3) executable sets of contract documents for distribution to OWNER, CONTRACTOR, and ENGINEER, for record keeping.

**Deliverables:**

- ◆ ENGINEER will prepare original copies of the Contract Documents.
- ◆ ENGINEER will prepare electronic copies of Contract Documents for distribution.
- ◆ ENGINEER will prepare addenda, as required.
- ◆ ENGINEER will prepare the Certified Bid Tabulation.
- ◆ ENGINEER will prepare a Recommendation of Award.
- ◆ ENGINEER will prepare conformed Contract Documents.

**Information or Services Required by OWNER:**

- ◆ OWNER will provide advertisement fees (if any).
- ◆ OWNER will provide a list of contractors along with points of contact, to whom advertisement should be made available.
- ◆ OWNER will disseminate addenda as required during the bidding process.
- ◆ OWNER will follow the South Carolina Office of State Engineer manual on procurement.

**Assumptions:**

- ◆ The construction contract will be advertised to a field of potential bidders in accordance with funding agency and The City of Dillon procurement requirements.
- ◆ The project will be bid as one project with one set of contract documents.
- ◆ The South Carolina Office of State Engineer manual on procurement will be used.

**Task 11.0 – Construction Administration**

**Objective:** The ENGINEER shall provide construction administration services while the project is under construction. Likewise, the ENGINEER shall perform construction observation to ensure construction activities are consistent with Contract Documents.

**Work Tasks:** The ENGINEER will provide the following services related to Construction Administration & Resident Project Representative Services for the project:

- 11.1 CONSTRUCTION ADMINISTRATION: ENGINEER will plan, attend, and conduct a pre-construction conference. ENGINEER will also review and approve shop drawings and schedule, issue field directives, review payment requests, hold monthly status meetings with the construction team, provide monthly status reports, develop a punch list, perform a final inspection, and execute a project close out including obtained permits.
- 11.2 SECTION 3 COMPLIANCE QUARTERLY REPORTING: ENGINEER will assist the SCOR with Section 3 Compliance Quarterly Reporting, which includes: requesting and receiving a description of the Contractor efforts to offer Training and Employment opportunities to Section 3 residents and results; requesting and reviewing contractor Section 3 Summary Report; and requesting and reviewing each of the Contractor's Subcontractor Section 3 Summary reports or providing a statement of no report.
- 11.3 DAVIS-BACON COMPLIANCE: ENGINEER will conduct interviews to determine if the contractor is complying with the Federal Davis-Bacon prevailing wages. The latest WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation will be used.

**Deliverables:**

- ◆ ENGINEER will set the meeting, notify the OWNER and the funding agency, prepare a meeting agenda and meeting minutes for the pre-construction conference.
- ◆ ENGINEER will attend prepare agendas and minutes for monthly progress meetings for the duration of construction. The construction phase of the project is anticipated to take 18 months from NTP to closeout.
- ◆ ENGINEER will review and respond to RFI's.
- ◆ ENGINEER will review shop drawings.
- ◆ ENGINEER will review and certify contractors monthly pay applications.
- ◆ ENGINEER will prepare periodic field observation reports.
- ◆ ENGINEER will prepare change orders or field directives as necessary.
- ◆ ENGINEER will review testing reports along with contractor provided record drawings and provide certification letter.

**Information or Services Required by OWNER:**

- ◆ OWNER will sign payment requests after review by ENGINEER and OWNER.
- ◆ OWNER shall attend pre-construction meeting and subsequent monthly construction status meetings.

**Assumptions:**

- ◆ All four projects are being constructed under one contract.
- ◆ The construction period was assumed to be 12-months.

**Task 12.0 – Resident Project Representative**

**Objective:** The ENGINEER shall provide resident project representative services while the project is under construction. This will include reviewing staking, traffic control, erosion control BMPs, tree protection, wetlands marking and protection, verification of stored materials, compliance with specifications associated with materials, manufacturers of materials, construction methods, and review of testing results. The ENGINEER shall perform these services to ensure construction activities are consistent with Contract Documents.

**Work Tasks:** The ENGINEER will provide the following services related to Resident Project Representative Services for the project;

- 12.1 CONSTRUCTION INSPECTION: ENGINEER will be on site at the agreed upon frequency and duration commensurate with the construction tasks in progress. ENGINEER will also document daily activity, progress, changes in condition, weather and any other aspect of the work that is relevant to the construction schedule and cost.

**Deliverables:**

- ◆ ENGINEER will develop daily inspection reports for days on site as construction progresses.
- ◆ ENGINEER will document progress with photographs.
- ◆ Engineer will observe testing, delivery of materials, staging, dewatering, shoring and associated construction activity.

**Information or Services Required by OWNER:**

- ◆ OWNER will sign payment requests after review by ENGINEER and OWNER.
- ◆ OWNER shall attend pre-construction meeting and subsequent monthly construction status/progress meetings.
- ◆ Owner will assist with coordination of payment requests through funding agency.

**Assumptions:**

- ◆ Construction inspection was assumed to be 20-hours per week for 52 weeks.

### PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES

Any additional work related to these activities or other activities not specifically noted in Part 2.0 will be considered additional services. ENGINEER will provide additional services on an as-needed basis as determined by OWNER and for a fee as negotiated between ENGINEER and OWNER prior to commencing the additional services. Such additional Services are outlined below. These services may or may not be required and are not limited to the following:

- ◆ Property appraisals for easement acquisitions
- ◆ Easement plats
- ◆ Construction staking
- ◆ Permit resubmittals in excess of previously stated requirements
- ◆ Additional significant planning or alternatives analysis not consistent with Stormwater Master Plan
- ◆ Construction contractor's required grant funding compliance forms and data documentation

### PART 4.0 OWNER'S RESPONSIBILITIES

Provide information or services as outlined in the Scope of Basic Services (Part 2.0).

### PART 5.0 SCHEDULE

It is anticipated that this project will take approximately 36 months to complete after engineer's receipt of the written Notice to Proceed (NTP) through project closeout, and in accordance with a mutually agreed-to-schedule between OWNER and ENGINEER. The anticipated NTP date is August 1, 2022.



The rates of compensation for ENGINEER's Services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If any specified dates or durations for the completion of ENGINEER's Services are exceeded through no fault of the ENGINEER, the time of performance for those Services shall be automatically extended for a period which may be reasonably required for their completion, and all rates, measures, and amounts of ENGINEER's compensation shall be equitably adjusted.

## PART 5.0 FEE PROPOSAL

### FEE PROPOSALS

#### 1. D30-014-MJ-B: Lucius Road Outfall and Channel Improvements

TASK No.	TASK DESCRIPTION	COST
1	Project Initiation, Implementation, and Management	\$24,400.00
2	Public Involvement and Outreach	\$5,275.00
3	Data Collection and Analysis	\$7,125.00
4	Hydraulic Model Analysis	\$8,500.00
5	Preliminary Design / BOD (30%)	\$4,625.00
6	Final Design	
A	60% Design	\$4,850.00
B	90% Design	\$3,012.50
C	100% Design	\$1,375.00
7	Permitting	\$13,575.00
8	Bidding and Award Assistance	\$4,250.00
9	Construction Admin	\$26,425.00
10	Resident Project Representative	\$24,675.00
	Subconsultants and Expenses	\$28,925.00
	<b>Total Cost</b>	<b>\$157,012.00</b>

## 2. D30-014-MJ-C: Railroad Crossing at S. Railroad Avenue

TASK No.	TASK DESCRIPTION	COST
1	Project Initiation, Implementation, and Management	\$24,400.00
2	Public Involvement and Outreach	\$5,275.00
3	Data Collection and Analysis	\$7,125.00
4	Hydraulic Model Analysis	\$8,500.00
5	Preliminary Design / BOD (30%)	\$4,625.00
6	Final Design	
A	60% Design	\$4,850.00
B	90% Design	\$3,012.50
C	100% Design	\$1,375.00
7	Permitting	\$13,575.00
8	Bidding and Award Assistance	\$4,250.00
9	Construction Admin	\$26,425.00
10	Resident Project Representative	\$12,337.50
	Subconsultants and Expenses	\$28,925.00
	<b>Total Cost</b>	<b>\$144,675.00</b>



## 3. D30-014-MJ-D: Dargan Street to Washington Trunk Line

TASK No.	TASK DESCRIPTION	COST
1	Project Initiation, Implementation, and Management	\$24,400.00
2	Public Involvement and Outreach	\$5,275.00
3	Data Collection and Analysis	\$7,125.00
4	Hydraulic Model Analysis	\$8,500.00
5	Preliminary Design / BOD (30%)	\$18,500.00
6	Final Design	
A	60% Design	\$19,400.00
B	90% Design	\$12,050.00
C	100% Design	\$5,500.00
7	Permitting	\$13,575.00
8	Bidding and Award Assistance	\$4,250.00
9	Construction Admin	\$26,425.00
10	Resident Project Representative	\$49,350.00
	Subconsultants and Expenses	\$28,925.00
	<b>Total Cost</b>	<b>\$223,275.00</b>

## 4. D30-N014-MJ-A: Riverdale Storm Drainage

TASK No.	TASK DESCRIPTION	COST
1	Project Initiation, Implementation, and Management	\$24,400.00
2	Public Involvement and Outreach	\$5,275.00
3	Data Collection and Analysis	\$7,125.00
4	Hydraulic Model Analysis	\$8,500.00
5	Preliminary Design / BOD (30%)	\$9,250.00
6	Final Design	
A	60% Design	\$9,700.00
B	90% Design	\$6,025.00
C	100% Design	\$2,750.00
7	Permitting	\$13,575.00
8	Bidding and Award Assistance	\$4,250.00
9	Construction Admin	\$26,425.00
10	Resident Project Representative	\$12,337.50
	Subconsultants and Expenses	\$28,925.00
	Total Cost	\$158,538.00

The total fee for all four projects is \$683,500.