



**REQUEST FOR QUALIFICATIONS (RFQ)
and
Contractual Requirements
For
Civil Engineering Design Services
For
Cowford Swamp and Big Bull Landing Rd
Roadway and Drainage Improvements**

RFQ # 2020-21-227

The Following Applies to this Solicitation:

- **Closing Due Date and Time: June 11, 2021 at 2:00 p.m., Local Time**
- **Questions Acceptance Deadline: June 2, 2021 at 2:00 p.m., Local Time**
- This project is South Carolina Office of Resilience (SCOR) Disaster Recovery Division (DRD) Community Development Block Grant (CDBG) Mitigation (MIT) Action Plan funded (CDBG-MIT). Contract award is contingent upon federal funding availability. All federal, state, and local terms and conditions are applicable to Horry County, and will also be applicable to the successful RFQ respondent. Therefore, all rules and regulations related to such funding will apply, including the Brooks Act.

Prepared by:

*Horry County Office of Procurement
3230 Hwy 319 E., Conway, South Carolina 29526
And*

*Horry County Department of Engineering
4401 Privetts Road, Conway, SC 29526*

Request for information regarding RFQ should be directed to the Office of Procurement

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A. ADVERTISEMENT

Horry County is seeking qualified, licensed firm to provide civil engineering and design services for roadway and drainage improvements on Big Bull Landing Road, which crosses an unnamed tributary of Cowford Swamp in the Bucksport Community for **RFQ # 2020-21-227 Civil Engineering Design Services For Cowford Swamp and Big Bull Landing Rd Roadway and Drainage Improvements** shall contain the requested information and be submitted in the format as show in the Request for Qualifications document.

This project is South Carolina Office of Resilience (SCOR) Disaster Recovery Division (DRD) Community Development Block Grant (CDBG) Mitigation (MIT) Action Plan funded (CDBG-MIT). Contract award is contingent upon federal funding availability. All federal, state, and local terms and conditions are applicable to Horry County, and will also be applicable to the successful RFQ respondent. Therefore, all rules and regulations related to such funding will apply, including the Brooks Act.

Information regarding this Request for Qualifications (RFQ) can be obtained by visiting the e bidding software, BidNet at no cost, at <https://www.bidnetdirect.com/south-carolina/horrycounty>.

All submittals **MUST** be received electronically through BidNet no later than **2:00 p.m., local time, on June 11, 2021**. At which time only the names of the Offerors will be published.

Any actual or prospective responder who aggrieved in connection with this procurement or award of a contract may protest to the County Administrator. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with proposal requirement. *Please reference **Subchapter 15-3-Bid Protests*** of the Horry County Code & Regulation by visiting: <http://www.horrycounty.org/portals/0/docs/procurement/CodeandReg.pdf>.

The point of contact for this project is:

Nicole VanVoorhis, CPPB, vanvoori@horrycounty.org, 843.915.5380.

B. INSTRUCTIONS TO PROPOSERS

1. GENERAL TERMS AND CONDITIONS

General

This solicitation will be conducted in accordance with Horry County Procurement Code and Regulation. The Horry County Procurement Code and Regulation can be found in its entirety on the County's website at <http://www.horrycounty.org/departments/procurement/bids.aspx>.

Horry County hereby notifies all those responding to this RFQ that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Funding

This project is South Carolina Office of Resilience (SCOR) Disaster Recovery Division (DRD) Community Development Block Grant (CDBG) Mitigation (MIT) Action Plan funded (CDBG-MIT). Contract award is contingent upon federal funding availability. All federal, state, and local terms and conditions are applicable to Horry County, and will also be applicable to the successful RFQ respondent. Therefore, all rules and regulations related to such funding will apply, including the Brooks Act.

Submitting a Statement of Qualifications

Statements of Qualifications (SOQ) must be submitted via Horry County's electronic bid software, <https://www.bidnetdirect.com/south-carolina/horrycounty> on or before the due date and time noted on the cover sheet of this document. The only acceptable means of submitting a Statement of Qualifications in reference to this solicitation is through Horry County's electronic bid software. Therefore, no email, fax, hand-delivered, telephone, or text bid submittals will be accepted.

Statements of Qualifications shall contain the requested information and be submitted in the format as shown in this Request for Qualifications (RFQ). Statements of Qualifications may be rejected for any omissions, alteration of form, additions not called for, conditional offers, or any irregularities of any kind are shown.

The County, at its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the County.

Examination of RFQ Document

All official documents, as published by Horry County Government, should be downloaded from Horry County's electronic bid software (BidNet) and reviewed prior to submission of an offer, unless otherwise indicated. Failure to comply with all requirements, as listed in the solicitation documents, may result in the offer being rejected as non-responsive.

Prior to submitting qualifications, each proposer shall carefully examine the RFQ document, study and thoroughly familiarize himself/herself with the requirements thereof and notify Owner of all conflicts, errors, or discrepancies.

The submission shall remain firm for no less than **one hundred-twenty (120) calendar days** from the date established for receipt of qualifications submissions (RFQ closing due date and time).

By submission of a Statement of Qualifications, the respondent guarantees that all services offered meet the requirements of the solicitation.

Questions / Addendum

All questions must be submitted via Horry County's e-bidding software prior to the Questions Acceptance Deadline as specified in the e-bidding software. The Question Acceptance Deadline for this Project is **June 2, 2021 at 2:00 p.m., Local Time**. Each question must be submitted individually within the "Q&A" section of the electronic bid software.

All questions and revisions will be provided in the electronic bid software in the form of addendum. If it becomes necessary to revise any part of this solicitation, an addendum will be published. It shall be the Proposer's responsibility to ensure s/he has all addenda which have been issued by visiting Horry County's e-bidding software <https://www.bidnetdirect.com/south-carolina/horrycounty>.

All Addenda form a part of the documents for this project and modifies / amends / clarifies / adds to the original documents as described above. By submitting a response, responders acknowledge receipt and inclusion of the effects of this addendum.

Any information obtained outside of the procurement process is non-binding and shall not be used in the response to this solicitation.

Potential and actual proposers are not permitted to contact Horry County employees outside of the Procurement Department during the procurement process. Potential and actual proposers are not permitted to contact any consultants contracted by the County to assist with efforts related, directly or indirectly, to the procurement process. Failure to comply with Horry County Procurement Regulation, Chapter 4, *Contractor Requirements and Standards of Conduct for Horry County and Procurement Participants* may result in the rejection of the submittal and other penalties as applicable.

Non-Collusion

By submitting a response, the party making the foregoing offer that such offer is genuine and not collusive or sham; that said Responder has not colluded, conspired, connived, or agreed, directly or indirectly with any responder or person, to put in a sham response, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other responder or to fix any overhead, profit or cost element of said Response or of that of any other responder or to secure any advantage against owner any person interested in the proposed contract; and that all statements in said Response are true; and further, that such responder has not, directly or indirectly submitted this RFQ, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Mistakes in Submission

Corrections and withdrawal of the submitted offer will be permitted within the ebidding software prior to solicitation (RFQ) closing due date and time.

Opening / Reading of Names

Unofficial Results will be made publicly available in the County's ebidding software within an estimated time of sixty (60) minutes after the established closing due date and time.

Licenses

All Proposers must be properly licensed to do business in the State of South Carolina and must comply with the Code of Laws of South Carolina including Section 40-11-200, when applicable. The Proposer's company does not need to be based in South Carolina, but must be licensed to do business in the state of SC and specifically Horry County, if awarded a contract. **The successful proposer must have all appropriate business license(s) prior to contract execution, unless otherwise stipulated by law.** Proposers that fail to comply with this requirement, may subject their Statement of Qualifications to being rejected as non-responsive.

Independent Contractor Status

The contractor shall not, by entering into a contract become a servant, agent, or employee of Horry County, but shall remain at all times an independent contractor to the County. The contract(s) resulting from this RFQ shall not be deemed to create any joint venture, partnership, or common enterprise between the Contractor(s) and Horry County, and the rights and obligations of the parties shall not be other than as expressly set forth.

Insurance Requirements

The successful proposers shall provide proof of all required insurance(s), including worker's compensation, auto and general liability. Worker's compensation shall include a minimum limit of \$100,000 and commercial general liability coverage shall provide minimum limits of liability of \$5,000,000 per occurrence. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and vehicles used in premises/operations, and errors and omissions. Errors & omission coverage shall include a minimum limit of \$1,000,000 (per occurrence). Automobile Liability shall include a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Insurance shall indemnify County against any and all claims arising under or as a result of the performance of the resulting contract. The County of Horry shall be named as an additional insured on all liability policies and expressed on the Certificate of Liability Insurance. Insurance shall indemnify County against any and all claims arising under or as a result of the performance of the contract resulting from this solicitation. The County of Horry must be provided notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure that all subcontractors/subconsultants comply with all insurance requirements of this solicitation and the resulting contract.

Tax Information

Horry County Government is required to pay sales tax. Horry County tax rate is (8%) eight percent. Tax rate for the City of Myrtle Beach is (9%) nine percent.

Acceptance of Qualifications Submission Content

The contents of the qualifications submission of the successful proposer may become part of the contractual obligations, if a contract ensues. Failure of a successful proposer to accept these obligations may result in non-award.

Evaluation

This procurement will be conducted in accordance with all federal, state, and local laws, including but not limited to the Brooks Act.

Horry County reserves the right to reject any or all offers and further reserves the right to waive technicalities and informalities in submittals as well as to accept in whole or in part such proposal or submittals where it deems it advisable in protection of the best interest of the County. The County shall be the sole judge as to whether submittals submitted meet all requirements contained in this procurement.

Respondents may be requested to attend an interview / discussion with the Owner's RFQ Evaluation Team to confirm their Qualifications, introduce their teams, and answer additional questions. Respondents should limit their presentation to only essential information.

If it is decided that interviews / discussions are necessary, Horry County anticipates holding interviews / discussions with top three (3) highest ranked firms via Video Conference/Telephone Call.

Contract Award

This procurement does not commit the County of Horry to award a contract, to pay any costs incurred in the preparation of the proposal or to procure or contract for good of services herein. Costs associated with proposal preparation, oral interviews, or presentations shall be the sole responsibility of the proposer. Horry County will not reimburse for costs associated with interviews / discussions or presentations.

Only those interested parties who respond to the RFQ may be considered for contract award. This is a qualifications-based selection. Award will be to the most responsible, responsive and most highly qualified engineering firm. Procedures for this procurement are identified in Part B, INSTRUCTIONS TO PROPOSERS, and Sections 1 through 4. A general scope of work is outlined within Section 2, OBJECTIVE & SCOPE OF SERVICES. Horry County prefers to award only one (1) contract from this RFQ, but reserves the right to make multiple awards if determined most advantageous to the County.

Contract Award will be made in compliance with all federal, state and local procurement regulations applicable to the funding source, including but not limited to The Brooks Act. The successful Proposer(s) will be expected to enter into a contract with Horry County similar to the sample contract attached to this solicitation. The resultant contract from this RFQ will incorporate by reference this RFQ document in its entirety and the successful proposer's response to this RFQ, as well as any negotiated terms and conditions. Contract award is contingent upon federal funding availability.

Following the Notice of Intent to Award, a specific project scope and scope of services will be defined for the Frontage Road B-2 and River Oaks Drive East Coast Greenway Project.

Terms of Contract

The term of this contract shall be for Two Hundred Forty (240) calendar days from date of issuance of SCDOT Notice to Proceed.

Termination

Horry County and Provider shall have the right, upon sixty (60) days written notice, to terminate this contract for cause or convenience.

Payment Terms

Payment Terms are Net thirty (30) days upon receipt of correct invoice for work/service performed during time frame indicated on invoice.

Contract Changes

Contract terms and conditions shall not be changed unless by Contract Change Orders. Change(s) must be deemed allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Proposed Change(s) may require additional steps/documentation to ensure compliance with funding. Change(s) shall be agreed upon by both parties and recorded using the approved change order document. The change to method, price, or schedule of the work must be clearly identified for each specific change which may occur. Additional process information available within Horry County Procurement Regulation Subchapter 13-3: Post Award Issues.

Disadvantaged, Small, Minority and Women Owned Businesses (DBE/SBE/MBE/WBE)

Offerors must identify if they currently possess a certification from State of SC DBE Program.

Grievance

Any actual or prospective responder who aggrieved in connection with the solicitation or award of a contract may protest to the County Administrator. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements. Please reference **Subchapter 15-3-Bid Protests of the Horry County Code & Regulation** at <http://www.horrycounty.org/portals/0/docs/procurement/CodeandReg.pdf>.

Freedom of Information Statement

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Laws of South Carolina (1976, as amended The Freedom of Information Act), with the exception that commercial or financial information obtained in response to a "Request for Qualifications" which is privileged and confidential if so designated by the proposer shall be protected from disclosure. Such information must be clearly marked as "**CONFIDENTIAL**" by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

Legal / Litigation Statement

Disclose any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than Employment issues or Contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your submittal.

End of Section

2. OBJECTIVE & SCOPE OF SERVICES

I. Objective

Horry County is seeking qualified, licensed firm to provide civil engineering and design services for roadway and drainage improvements on Big Bull Landing Road, which crosses an unnamed tributary of Cowford Swamp in the Bucksport Community.

II. Scope of Services

Background: 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 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. See attached maps.

Description of Project: The county has proposed a flood mitigation project that will be in two parts. The first part would be to raise Big Bull Landing road to an elevation that would prevent the Pee Dee from backing up into Bucksport. The second part would be to create a new relief channel between Cowford Swamp and the Waccamaw River.

The two parts of this project are funded individually through separate grants. The county intends to build both parts together as a single project (under one set of construction plans), but the grant funding requirements will require the budgets and costs for each part to be accounted for separately during design and construction.

Part 1 of the overall project will raise Big Bull Landing Road in the area of the unnamed wetland tributary to Cowford Swamp to match the adjacent high point elevations (approximate elevation of 15 feet NAVD88). This would make flooding in Bucksport less likely by blocking backwater / flood-level flows (from the Pee Dee River) from crossing over the improved roadway. The existing culvert under Big Bull Landing would remain, and would be extended in each direction to allow for the additional width of the fill slopes.

During a main stem (Pee Dee) river flooding event, the culvert under Big Bull Landing Road would be blocked to prevent backwater from the Pee Dee River from moving upstream into the Bucksport Community. Since it takes approximately two to three weeks of time for floodwaters originating upstream to impact the area, there is ample time to perform this activity prior to floodwaters reaching this location.

Part 2 of the overall project will construct a relief channel to the Waccamaw River; the purpose of this relief channel is to maintain a drainage outfall from the wetland system that is upstream of Big Bull Landing Road when the culvert under the road is blocked. This relief channel would also act as a secondary outfall during periods of high water when the culvert under Big Bull Landing Road does not need to be blocked.

The first segment flowing from west to east is proposed as an open channel. From the end of that section and continuing east, a length of culvert would be placed to and across Bucksport Road. East of Bucksport Road, an open channel would be constructed from Bucksport Road to an elevation that would maintain positive flow to the Waccamaw River. The proposed channel section and culvert size would be determined through an H&H study.

The combined effect for both improvements on the upstream drainage system (Cowford Swamp) and the optimal design for both improvements will need to be analyzed for the design storm event through an H&H study. The study must also include the Little Lamb community (adjacent to Cowford Swamp, west of US Hwy 701) to determine what effects would also be realized in this area

Scope of Services to be provided (include the following): data collection, field reconnaissance, survey, Hydrology and Hydraulic (H&H) model development, analysis of impacts & recommendations, development of a conceptual design of recommended improvements, and an opinion of probable costs. The recommendations for improvements will need determine the height of Big Bull Landing Road, if any control structures or culverts needed, and the appropriate size and placement of the relief channel to the Waccamaw.

After the recommendations and concept design have been accepted by the county, the engineering firm will obtain permits for construction from all applicable agencies, develop final design construction plans, bid documents, and will assist county during the bid process (provide responses to questions from bidders, attendance at a pre-bid conference, review bids, and recommend award of contract).

This project has been funded and time is of the essence, therefore a proposed schedule for all deliverables will be required.

Horry County reserves the right to negotiate additional services for this project if they are needed after bid opening, but prior to or during construction – such services may include, but are not limited to surveying / stake out services for construction, or construction inspection services.

Should specialty engineering services be needed, the County may request additional services be added and administered through this contract. These services will be requested on an as-needed basis at a later date and provisions for these services need not be included in this RFQ.

End of Section

3. REQUEST FOR QUALIFICATIONS (RFQ) FORMAT

All Statements of Qualifications submitted must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the Statement of Qualifications format should address all required components in order. The intent of the format is to simplify the Statement of Qualifications preparation and evaluation processes and to ensure that all Statements of Qualifications receive the same orderly review.

I. PROPOSAL SUBMISSIONS

Submittals should be prepared in a timely and economical manner, providing a straight forward, concise description of the firms' ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. The County does not desire voluminous qualifications submissions; therefore, the submission will be limited to Thirty-Five (35) pages (pdf file, electronic submittal). Information should be formatted as requested, in the order listed below. If the Proposer fails to provide the requested information, the Proposal may be deemed non-responsive and may not be further considered.

II. RFQ COMPONENTS

“Required Forms”, as described in Section 5, do not count towards the Thirty-five (35) page SOQ limit. All Statements of Qualifications (SOQ) must include the listed components in the following order:

- A. **Letter of Interest:** The letter of interest should be no longer than one (1) page and shall contain the following items:
- An expression of the Prime Firm’s interest in being selected for the project.
 - A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet Horry County’s quality and scheduled expectations.
 - Provide the name of the Prime Firm Principal, Officer of the Firm or Project Manager responsible for this contract and has authority to sign the contract for the firm.
 - A summary of key points regarding the Prime Firm’s qualifications
 - Signing the letter of interest constitutes authorization of the Firm to submit qualifications for the purpose of negotiating and entering a contract with Horry County.
 - Certification of authorized submitter that information contained within is correct by including: “I certify that the information included within this document, is to the best of my knowledge, correct as of the date indicated”.
- B. **Project Organization Chart:** Limited to one (1) page. This chart must include the names of the key individuals selected for this project, their roles on the project, the names of the Firm or Company by which they are employed, and the lines of communication, to include functional structure, levels of management and reporting relationships for Key Individuals, and major functions to be performed in managing the project. It shall also indicate the people who will be points of contact with Horry County Project Manager.
- C. **Qualifications for key individuals:** List all licenses and certifications for each key individual.

- D. **Names and qualifications for other key individuals** that are considered critical to the success of this project in addition to those identified above. Qualifications should include information on experience related to similar projects and previous project work; list certifications and licenses for other key individuals.

- E. **Professional Accomplishments, Experience, and References:** Provide a list of similar road and drainage design projects completed by your firm. For up to five relevant projects (at least two must be completed), include a project description that demonstrates the firm's capabilities in the delivery of services that are similar to those that Horry County is requesting. For each project provided as a reference, include the name / contact information of the client organization and client project manager.

- F. **Project Approach and Schedule:** Provide the County with information about how the company plans to approach, manage, and complete the Project. This should include specific details as it applies to this particular project for the following: technical approach and management, methodology, schedule of deliverables, quality assurance and control, and this section will need to explain how the respondent will attain successful completion of the project. This section should be structured as the scope of work for the services needed to complete this project.

- G. **Workload:** The Firm must provide a chart indicating the present workload of all key personnel to include all active projects (concurrent projects with other entities such as cities, other state agencies, counties, private sector) and their percentage availability for this project. Additionally, all proposals must clearly list the percentage of work for the prime Firm and sub-firm(s) that will be performing work as part of the project.

4. EVALUATION / SELECTION PROCESS

The evaluation of qualifications submissions will be in accordance with the all federal, state and local laws and this Request for Qualifications. The evaluation process shall determine the qualifications of the submitter to provide relevant services as requested. **Cost is NOT a factor in the ranking of firms to provide services herein. DO NOT include any reference to consultant costs in the RFQ response. Any RFQ response with any discussion of cost will be disqualified.** Firms are advised that this evaluation and selection process is a competition and not simply a prequalification. Note that all contracts will be based on a negotiated fee based on the final approved project scope.

Staff will first review all written responses, which will result in a list of fully qualified respondents. The following criteria are weighted as shown below and shall be used by the Evaluation Team for the evaluation of Statements of Qualifications received:

#	<u>Evaluation Criteria</u>	<u>Weight</u>
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1.	Project Approach and Schedule	45
2.	Professional Qualifications and Project Team	35
3.	Professional Accomplishments, Experience and References	30

- **Project Approach and Management (Max. 45 Points)**

The Statements of Qualifications will be evaluated on the basis of the firm's project approach to providing the professional services requested, and Past Performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.

- **Professional Qualifications and Project Team. (Maximum 35 Points)**

The Statement of Qualifications will be evaluated based on the firm's professional qualifications and project team, necessary for satisfactory performance required.

- **Professional Accomplishments, Experience, and References (Max. 30 Points)**

The Statements of Qualifications will be evaluated on the basis of demonstrated successful professional project accomplishments, specialized experience and technical competence in the type of work required for projects of similar technical nature, complexity, and time constraints, and for clients that are similar in size, location, and type to County. Horry County reserves the right to check the references provided, and known references not provided by the vendor. Horry County reserves the right to contact all references to obtain information without limitation and regardless of the vendor's performance on the listed jobs.

After initial evaluation of all statements of qualifications (SOQ), the evaluation team will meet to unanimously select the firms that are most qualified based on the information submitted. A Notice of Competitive Range shall be issued in BidNet. Those respondents listed to be in the Competitive Range may be contacted for interviews/discussions.

Informal interviews and/or discussions shall be conducted, at the discretion of the County, for selected respondents determined to be the best qualified based upon the evaluation of the submitted responses, as per the requirements of the SC Code of Laws Title 11 – Chapter 35; Section 11-35-3220 (4): Qualifications based selection procedures.

Once interviews/discussions are complete, the evaluation team shall evaluate each of the firms interviewed in accordance with South Carolina Consolidated Procurement Code Section 11-35-3220 (5) (a), and the Brooks Act. After the evaluation, the team will meet to unanimously rank the interviewed firms in priority order. Once finalized, notice of selection and ranking will be issued to all proposers in BidNet.

It is the intention of the evaluation team to select the vendor most qualified to provide the services as indicated herein.

End of Section

5. SUBMITTAL CHECKLIST AND REQUIRED FORMS

- Statement of Qualifications submittal meeting the requirements of Section 3, REQUEST FOR QUALIFICATIONS FORMAT, RFQ Components (not-to-exceed THIRTY-FIVE (35) pages) (*No Sample Form Provided*)

REQUIRED FORMS

Will not count against the maximum THIRTY-FIVE (35) page limit

Separate Download file in BidNet

- Statement of Qualifications Certification (*Sample Provided*)
- Legal / Litigation Statement (*Sample Provided*)
- Responsibility Statement (*Sample Provided*)
- Standard Form 330 (SF 330) (*Sample Provided*) - required by the Federal Acquisitions Regulations (FAR). All parts of the SF 330 must be completed in its entirety for the prime Firm and sub-firm(s) and any sub-contractors. Also, indicate if the prime Firm has previously worked with the proposed sub-firm and give a brief example of the previous relationship(s).
- References (*Sample Provided*) - Provide a list of References who have personal knowledge of the prime firm and the sub-firms previous performance. Provide three (3) client references each for both the prime firm and the sub-firm. The references must include verified addresses, email addresses and telephone numbers, contact persons, and a brief description of services that have been provided similar to those described by Horry County for this project
- Non Collusion Affidavit (*Sample Provided*)
- Drug Free Workplace Form (*Sample Provided*)
- Certification of Restrictions on Lobbying (Anti-Lobbying Form) (*Sample Provided*)
- Certification Regarding Debarment, Suspension And Other Responsibility Matters Form (Debarment Form) (*Sample Provided*)
- Copy of Business License to do business in South Carolina and/or Horry County (*No Sample Provided*)
- Sample Certificate of Insurance (*Sample Provided*)
- IRS W-9 Form (signed within 3 months of the submittal date) (*Sample Provided*)
- I-312 Nonresident Taxpayer Affidavit (*Sample Provided*)

6. CONTRACT DOCUMENTS

- Sample Notice of Intent to Award
- Sample Professional Services Contract
- Contract Provisions for Non-Federal Entity Contracts Under Federal Award
- Sample Notice to Proceed

NOTICE OF INTENT TO AWARD

TO: Name of Firm
Address, City, State, Zip Code

PROJECT DESCRIPTION: **RFQ # 20XX-XX-XXX**
Name of Project

The OWNER has considered the RFQ submitted by you for the above described solicitation dated XXXXX

You are hereby notified that your RFQ has been accepted.

You are required by the Information for Bidders to execute the CONTRACT AGREEMENT and furnish the required (*as applicable per solicitation*) CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within TEN calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within TEN (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER, at that time a NOTICE TO PROCEED/ CONTRACT will be issued.

Dated this __ day of, _____ 20__.

HORRY COUNTY, OWNER

BY: _____

TITLE: _____

PROFESSIONAL SERVICES CONTRACT

No. _____

This Contract for Professional Services (“**Contract**”), with an effective date of _____, 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 _____ (“**Provider**”), a corporation organized and existing under the laws of the State of _____ 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, and as may be more specifically provided in any subsequently issued Work Authorization (said Authorizations shall be substantially in the form of Exhibit “c” which is attached hereto and incorporated herein), and any modifications or addenda issued to either this Contract or such subsequent Authorizations. 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 the respective statutes, **Provider** shall comply with the provisions 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;

1.6.10 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.

Provider shall also comply with Exhibit “A”, Mandatory FAA Contract Provisions, and all applicable Federal, State, and Local laws not specified herein which may be applicable to any aspect of its activities under this Contract. **Provider** understands that Mandatory FAA Contract Provisions are subject to revision by the FAA and agrees to be bound by any future revisions the FAA enacts to such provisions.

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 “B”, 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 “B” shall conflict with any of the terms of this Contract, then such term as set forth on Exhibit “B” shall not bind **County**. When specifically authorized by the County, Provider shall perform certain tasks as authorized and set forth in a Work Authorization which shall be substantially similar in form to Exhibit “C” within the time limits set forth therein, subject to the provisions of paragraph 1.2 and 2.2 of this Contract.

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

3. PAYMENT FOR SERVICES:

3.1. The costs of services are set forth in Exhibit “B” of this Contract. The total projected cost of _____ shall be a guaranteed maximum price (GMP) for the services to be provided. **Provider’s** invoice to County will be on a basis of net thirty (30) days after receipt by **County** of invoice.

3.2. 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 “B”, 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, Request for

Proposals 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 \$5,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, errors and omissions (professional liability), independent contractors and vehicles used in premises/operations. Insurance shall indemnify **County** against any and all claims arising under or as a result of the performance of the contract. Professional Liability insurance shall be provided with minimum liability limits of \$1,000,000 per occurrence (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that involve errors and omissions exposure protection. A combination of Umbrella/Excess and primary limit may be used to provide for the commercial general liability amounts required. The **County** shall be named as an additional insured on all liability policies. 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**.

4.3. 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 Privitts 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.

with a copy to:

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 **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 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 **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 **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 Lessor. 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): _____ Date: _____

Print Name: _____

Title: _____

Witness: _____

County:

By (signature): _____ Date: _____

Print Name: _____

Title: Assistant County Administrator _____

Witness: _____

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 currently set at \$150,000, 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). The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

(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) See §200.322 Procurement of recovered materials.

(K) Access to Records (DHS Standard Terms and Conditions, v 3.0, XXVI (2013)) --- The following access to records requirements apply to this contract: (1) The Contractor agrees to provide the Contractee, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(L) DHS Seal, Logo, and Flags (DHS Standard Terms and Conditions, v 3.0 XXV (2013)) --- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(M) Compliance with Federal Law, Regulations, and Executive Orders --- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(N) No Obligation by Federal Government --- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(O) Program Fraud and False or Fraudulent Statements or Related Acts --- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

[as per September 26, 2016 amendments]

End of Section

NOTICE TO PROCEED

Date: month/day, 201X

To: **Contractor**
One Road Conway SC, 29526

Project: **Title of Project IFB #XXX-XX-XXX**

You are hereby notified to commence WORK in accordance with the Agreement dated month day year, on or before month day year, and you are to complete the WORK within **XXX** consecutive calendar days thereafter. The date of completion of all WORK is therefore month day year.

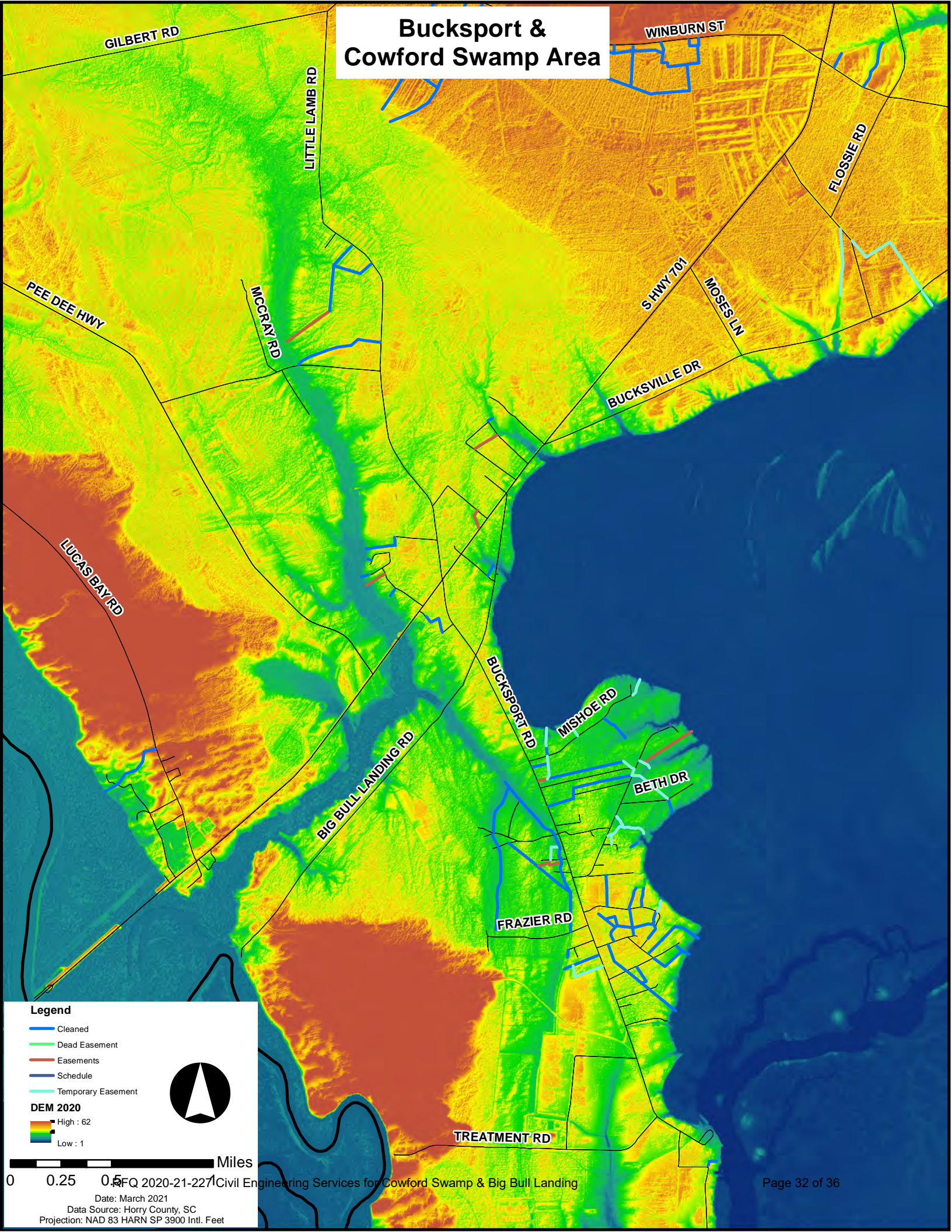
OWNER

By: _____

Title: Assistant. County Administrator

7. MAPS

Bucksport & Cowford Swamp Area




Legend

- Cleaned
- Dead Easement
- Easements
- Schedule
- Temporary Easement

DEM 2020

High : 62
Low : 1



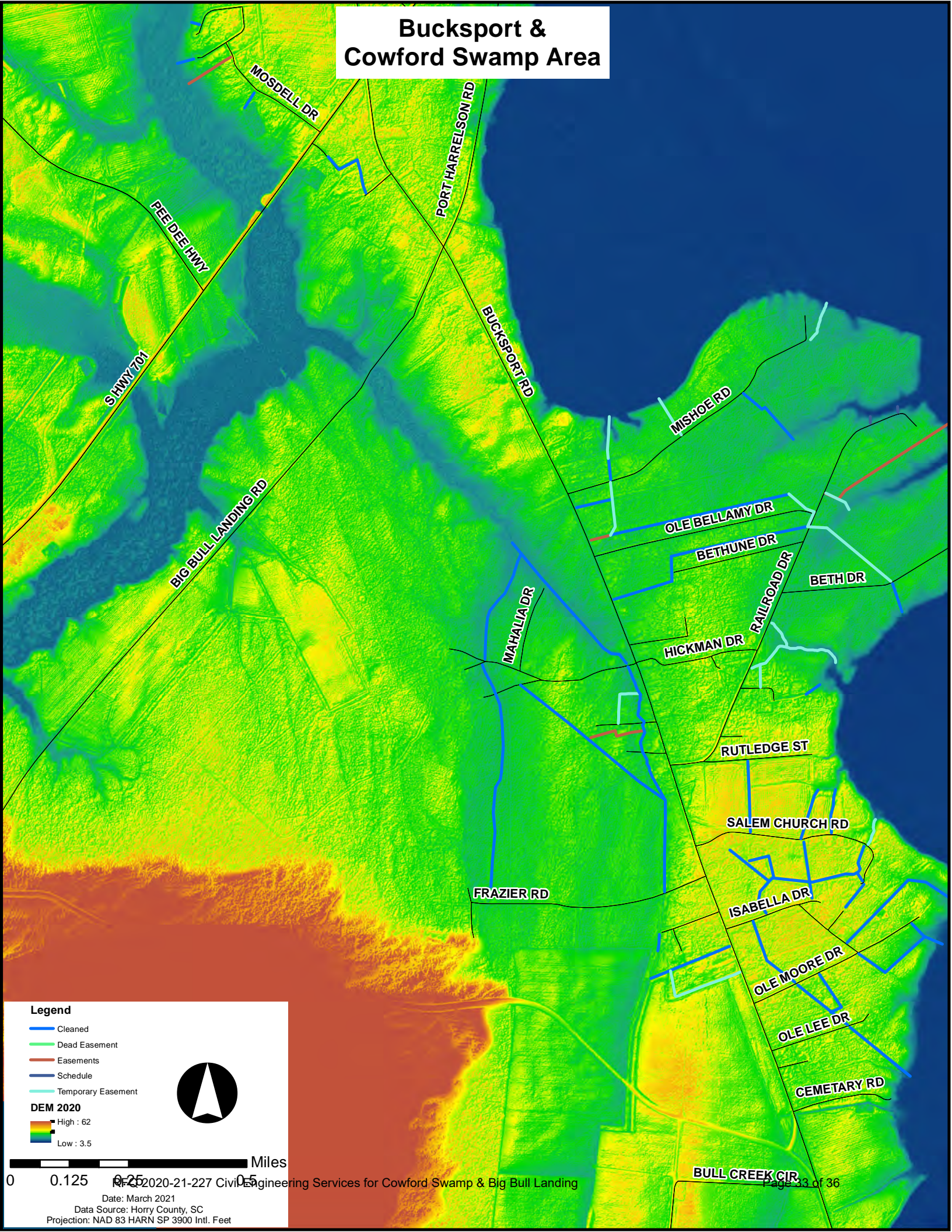
Miles

0 0.25 0.5

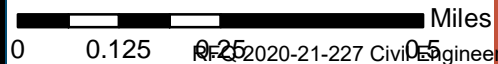
RFQ 2020-21-227 Civil Engineering Services for Cowford Swamp & Big Bull Landing

Date: March 2021
Data Source: Horry County, SC
Projection: NAD 83 HARN SP 3900 Intl. Feet

Bucksport & Cowford Swamp Area

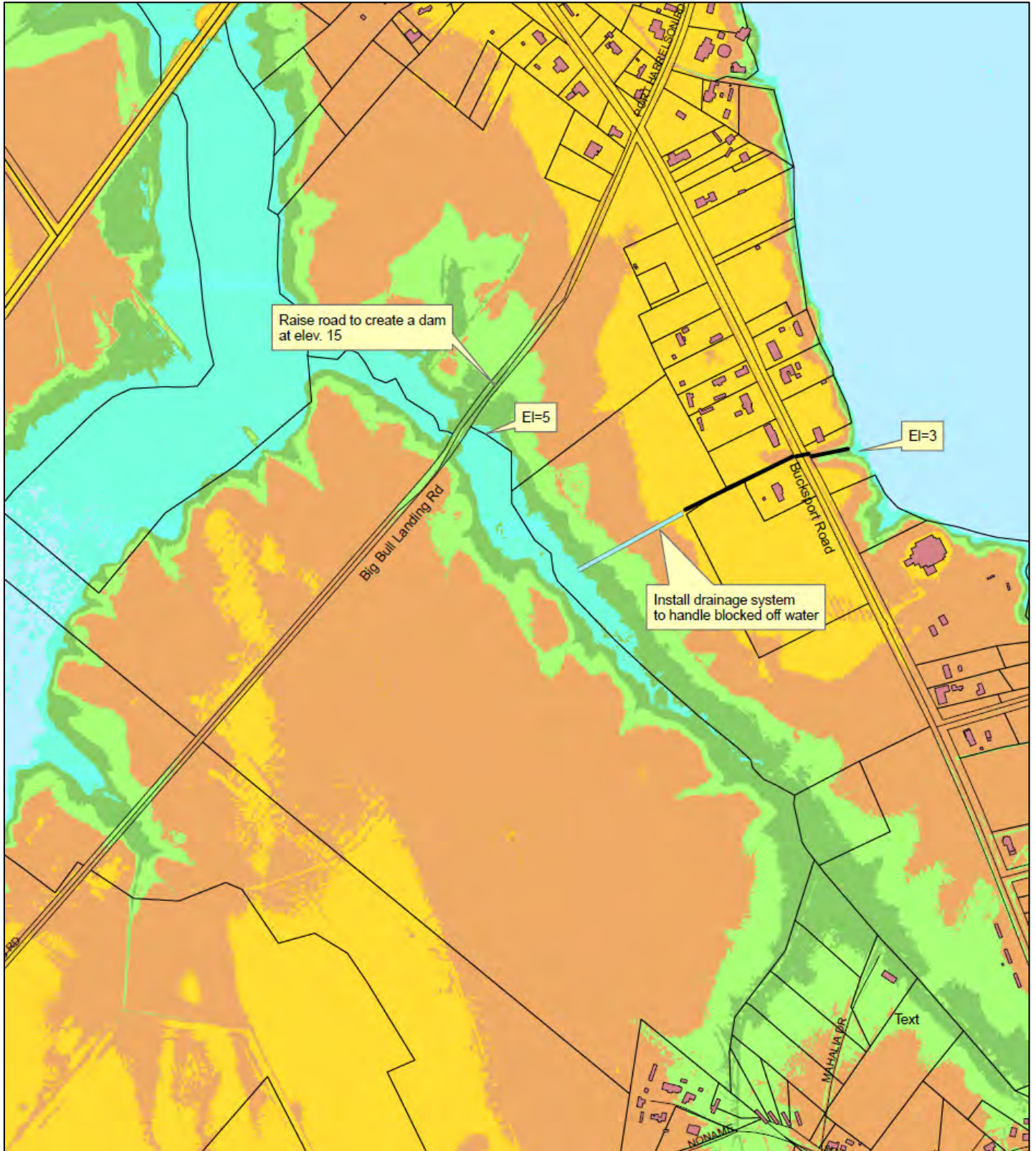


- Legend**
- Cleaned
 - Dead Easement
 - Easements
 - Schedule
 - Temporary Easement
- DEM 2020**
- High : 62
 - Low : 3.5



RFQ # 2020-21-227

Map of Proposed Road and Drainage Improvements Cowford Swamp and Big Bull Landing Road



Cowford Swamp Tributary Relief Channel Project

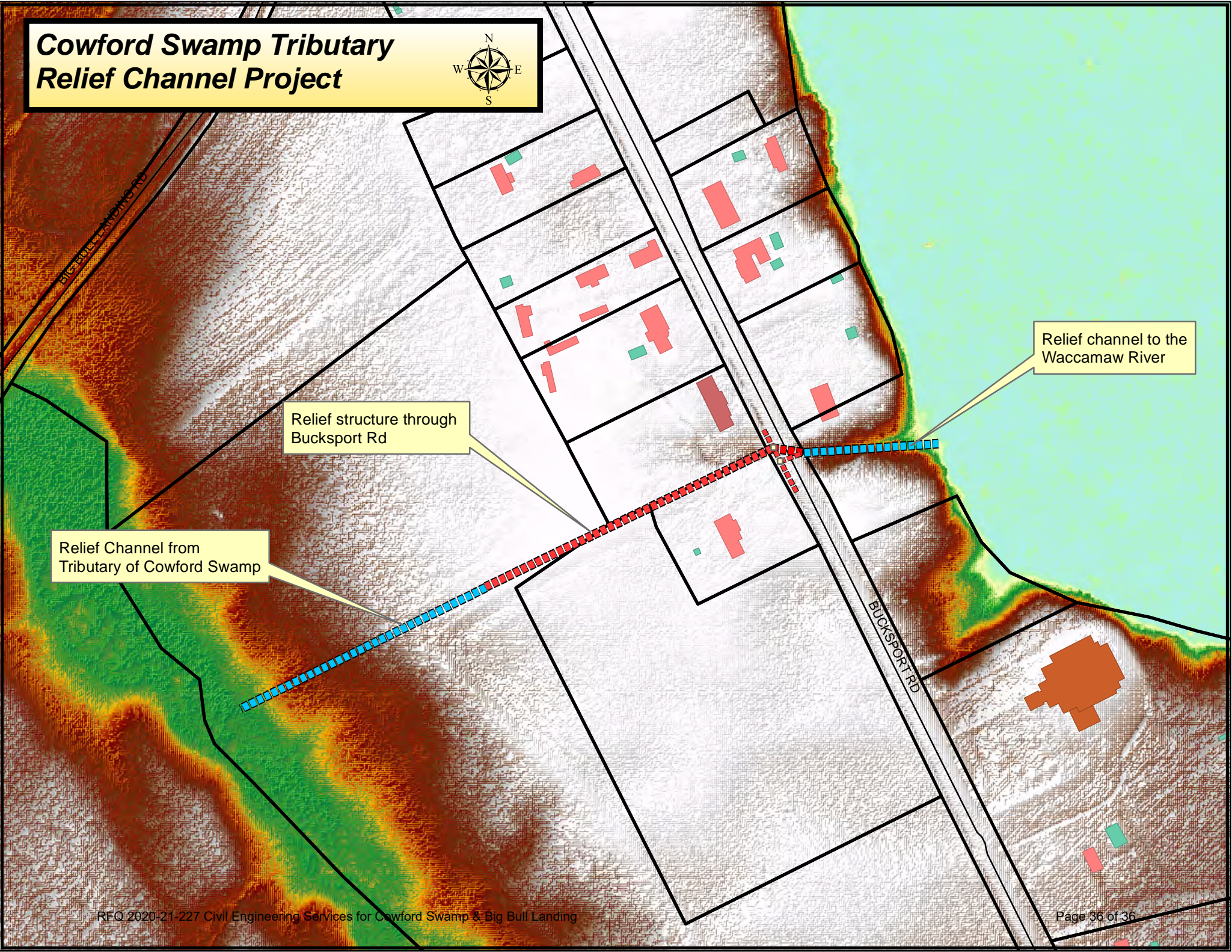


Relief Channel from
Tributary of Cowford Swamp

Relief structure through
Bucksport Rd

Relief channel to the
Waccamaw River

Cowford Swamp Tributary Relief Channel Project



Relief structure through
Bucksport Rd

Relief Channel from
Tributary of Cowford Swamp

Relief channel to the
Waccamaw River