

SE-230

TRANSMITTAL OF SMALL PROFESSIONAL SERVICES CONTRACT

FOR INFORMATION ONLY

AGENCY: SOUTH CAROLINA OFFICE OF RESILIENCE-DISASTER RECOVERY DIVISIONPROJECT NAME: Georgetown County Mingo Pond Drainage OutfallPROJECT NUMBER: D30-N019-MJ / IP20-2200-01**FIRM SELECTED**NAME: StantecCITY: North CharlestonSTATE: SCEMAIL: Brian.Kizer@STANTEC.COMTELEPHONE: 843-740-7700**BUDGETARY INFORMATION**

1. TOTAL PROJECT BUDGET: PIP (enter latest A-1 "Total Project Budget")\$ _____
 Non-PIP (enter Agency's project budget)\$ 47,200.00
2. CONSTRUCTION BUDGET FOR THIS CONTRACT:
 (including Construction Contingency):N/A \$ _____
3. TOTAL BASIC AND ADDITIONAL SERVICES FEES FOR THIS CONTRACT:
 (cannot exceed \$50,000.)\$ 47,200.00
4. ESTIMATED REIMBURSABLES FOR THIS CONTRACT:\$ 0.00
5. TOTAL CONTRACT AMOUNT: (sum of #3 and #4).....\$ 47,200.00
6. SUM OF ALL FEES PAID TO THIS FIRM IN THE PAST 24 MONTHS,
 EXCLUDING REIMBURSABLES: (cannot exceed \$150,000.)\$ 0

BY: 
 (Signature of Agency Representative)DATE: 10 June 2022PRINT NAME: Eric G. FosmireTITLE: Chief of Staff**SUBMIT THE FOLLOWING DOCUMENTS TO OSE:**

1. SE-230
2. Copy of either:
 - a. Signed proposal from A/E with SE-240 attached, or
 - b. SE-235 with signed proposal from A/E attached

OSE PM: _____ DATE: _____

SE-235
PROFESSIONAL INCIDENTAL SERVICES CONTRACT

AGENCY: SOUTH CAROLINA OFFICE OF RESILIENCE-DISASTER RECOVERY DIVISION

PROJECT NAME: Georgetown County Mingo Pond Drainage Outfall

PROJECT NUMBER: IP-20-2200-01 / D30-N019-MJ

A/E NAME: STANTEC

ADDRESS: 4969 CENTRE POINTE DRIVE

NORTH CHARLESTON SC 29418-6952

In consideration of the mutual covenants and obligations set forth herein, the Agency and A/E (hereinafter jointly referred to as the "parties") agree to the following:

A. CONTRACT DOCUMENTS

1. Documents forming a part of this contract are, in order of precedence:
 - a. This Contract, SE-235.
 - b. A/E Proposal describing services to be provided for this project, the associated hourly billing rates for the A/E and the A/E Consultants, and the projected Reimbursable items.
 - c. Supplemental Conditions, attached if applicable.
 - d. The following other documents:

2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

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 AND GENERAL COUNSEL, SOUTH CAROLINA OFFICE OF RESILIENCE

ADDRESS: 632 ROSEWOOD DRIVE, COLUMBIA, SC 29201

TELEPHONE: 803.822.9580

FAX: _____

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: BRYAN KIZER

TITLE: SENIOR ASSOCIATE

ADDRESS: 4969 CENTRE POINTE DRIVE, SUITE 200, North Charleston SC 29418-6952

TELEPHONE: 843-740-7700

FAX: _____

EMAIL: BRYAN.KIZER@STANTEC.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.
3. The A/E's responsibilities commence with the award of this Contract and terminate with the payment of the final invoice by the Agency.

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 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 foregoing.

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 the Agency for the services furnished to the A/E by any Consultant to the same extent as if the 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. The A/E shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation and reports as required by the Agency to maintain a comprehensive record. The State Project Number and Name as noted above shall be shown on all documents.
4. 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.
5. Work Product Documents
 - a. The Work Product to be accomplished and submitted to the Agency shall be as defined in the Contract Documents.
 - b. The A/E shall submit to the Agency, and OSE if required, properly completed documents in the number and form requested for review and approval.
 - c. The Agency and OSE review and approval of all documents or other matters required herein shall not relieve the A/E of his professional duty of care in the preparation of the Work Product for compliance with the requirements of applicable statutes, regulations, codes, or the Manual.
5. 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 review the Work Product and shall submit its written approval to the A/E, and OSE, if required.
2. The Agency shall provide prompt written notice to the A/E if the Agency becomes aware of any fault or defect, including errors, omissions or inconsistencies in the A/E's Work Product.
3. The Agency shall include the A/E in all communications 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. CLAIMS AND DISPUTE RESOLUTION

1. All disputes, claims, or controversies relating to the Contract 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, any governmental entity transacting business with the A/E pursuant to the Contract, and the State Fiscal Accountability Authority.
2. A/E consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, 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 in the Contract 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 duly given upon deposit in the United States mail.
3. 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 K.5, (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 K.5, (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.
4. 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.

I. 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 the suspension was due to a default by 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 K, if the Agency fails to make payments to the A/E as set forth in Section K 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, in electronic format. The Agency's rights to use the A/E's Work Product in the event of a termination of this Contract are set forth in the Contract.

J. 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:** The 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 the 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 the 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. 19-445.20180 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.

K. COMPENSATION

1. Basic Services:

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

\$ 47,200.00

2. Additional Services:

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

\$

3. Reimbursable Expenses:

For Reimbursable Expenses the compensation shall be the actual costs incurred by the A/E and the A/E's consultants. The A/E and the A/E's consultants shall be allowed a reasonable markup not to exceed 10% for administrative cost related to Reimbursable Expenses.

The Agency shall compensate the A/E for Reimbursable Expenses described in the Contract Documents in Section A as a not-to-exceed amount of:

\$

4. Unless authorized in writing by the Agency prior to incurring the expense, no expense for transportation, travel, or subsistence will be reimbursable to the extent the expense exceeds the amount for which a state employee would be reimbursed under the Travel Regulations. Travel Regulations means the State Fiscal Accountability Authority's Regulations for Reimbursement for Travel and Subsistence Expenses, Disbursement Regulations pdf found at [<https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures>]. There shall be no charge for time spent in travel.
5. Progress Payments: Payments for services shall be made monthly in proportion to services performed. The Agency shall make payments to the A/E of undisputed amounts due for services performed by the A/E within twenty-one (21) days of receipt of the A/E's invoice. The A/E shall make progress payments to the consultants within seven (7) days of the receipt by the A/E of each payment from the Agency. Payments due to the A/E and unpaid under this Contract shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the A/E shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.
6. The Agency shall not withhold amounts from the A/E's compensation to impose a penalty.

AGENCY:

BY: 

(Signature of Representative)

PRINT NAME: ERIC FOSMIRE

PRINT TITLE: CHIEF OF STAFF

DATE: 10 June 2022

A/E:

BY: 

(Signature of Representative)

PRINT NAME: BRYAN KIZER

PRINT TITLE: SENIOR ASSOCIATE

DATE: 10 June 2022



Stantec Consulting Services Inc.
4969 Centre Pointe Drive Suite 200, North Charleston SC 29418-6952

June 2, 2022
File: File Number

Attention: Ms. Karen Olson
South Carolina Office of Resilience
632 Rosewood Dr.
Columbia, SC 29201

Dear Ms. Olson,

Reference: Proposal for Updating Plans and Specifications for Mingo Pond Drainage Improvements, Georgetown County, SC

Stantec Consulting Services, Inc. is pleased to present to South Carolina Office of Resilience (Client) our proposal for updating plan and specifications for Mingo Pond Drainage Improvements in Georgetown County, SC.

Project Information

For this proposal we are assuming that a defined storm water drainage discharge is readily accessible and adjacent to the site, domestic water and sanitary sewer services are available and accessible, no hazardous materials exist on site, and that the site is free of endangered species/vegetation. Stantec can provide these services if requested.

Scope of Services

Stantec will provide the following scope of work on the referenced property:

1. Compliance with OSE

Stantec shall update the current civil construction drawings for the Mingo Pond Drainage Improvements to comply with the Office of State Engineers (OSE) requirements found in Chapter 5.14-5.20 of the OSE Manual.

- **Section 5.14 Document Submittals to OSE** - Stantec will submit Construction Drawings only (no Schematic Design) to OSE for their review. Stantec assumes one (1) review of the drawings and one (1) revision of the plans and response to comments. Should additional reviews and revisions be required additional compensation will be required.
- **Section 5.15 Project Name and Number** - The plans will include the Project Name and Number assigned by OSE and SCOR
 - The OSE project number is D30-N019-MJ.
 - The SCOR project number is IP20-2200-01.
- **Section 5.16 Drawings** - The plans will be printed and delivered as follows:
 - A final printed font size of 1/8", providing graphic scales on plans, elevations and sections (increase font size as needed to assure legibility at reduced sized printing).

Reference: Proposal for Updating Plans and Specifications for Mingo Pond Drainage Improvements, Georgetown County, SC

- A maximum overall paper size of 30" x 42".
 - Drawings and Project Manuals must be bound; and
 - A single bound set of drawings must not exceed 20 pounds. 5.16.2 Delivered in PDF format.
- **Section 5.17 Project Manual** - Stantec will update the project manual to include the following in the order shown:
 - Table of Contents.
 - SE-310 – Invitation for Construction Services (Page 1 ONLY).
 - AIA A701 Instructions to Bidders- South Carolina Division of Procurement Services, Office of State Engineer Version (A701 SCOSE).
 - Bid Bond – reference to AIA Document A310.
 - Bid Form (SE-330, Lump Sum Bid Form).
 - AIA Document A101 Standard Form of Agreement between Owner and Contractor - South Carolina Division of Procurement Services, Office of State Engineer Version (A101 SCOSE).
 - AIA Document A201 General Conditions of the Contract for Construction- South Carolina Division of Procurement Services, Office of State Engineer Version (A201 SCOSE).
 - SE-355 – Performance Bond.
 - SE-357 – Labor and Material Payment Bond.
 - SE-380 – Change Order to Construction Contract; and
 - Technical Specifications.
 - **Section 5.18 Special Bidding Requirements** - Stantec will insure that the bidders comply with the requirements of Section 5.18. No bid alternatives are anticipated.
 - **Section 5.19 Design Submittal Requirements** - Stantec assumes that no schematic design submittal will be provided to OSE because the plans are ready for bid. Stantec will submit complete Construction Documents to OSE for their review. Prior to submission Stantec will review and update the complete plans to ensure the following information is provided.

Drawings completed, coordinated, and corrected shall have as a minimum; items indicated in the Schematic Design Documents review and additional items that may include:

 - Cover/Index:
 - Abbreviations.
 - Symbols.
 - Legends.
 - Notations.
 - Location Map; and
 - Signed and dated certifications contained in Appendix H.
 - Project Code Criteria:
 - Listing of all Codes applicable to project.
 - Properly completed Code Tables 1 thru 11 from Appendix H. For existing structures, substitute Table 3E for Table 3.
 - UL Design Numbers for Rated Systems; and
 - All fire and/or smoke-rated elements of the project (such as floors, ceilings, roofs, partitions, barriers, and walls) are to be indicated on all disciplines.

Reference: Proposal for Updating Plans and Specifications for Mingo Pond Drainage Improvements, Georgetown County, SC

- **Civil/Site/Landscape**
 - Building & Structures: existing and proposed.
 - Pedestrian & Vehicular accesses: existing and proposed including:
 - Fire Apparatus access; and
 - Access for disabled.
 - Existing and new utilities; and
 - Landscaping/topography – hard & soft: existing and proposed.
 - Project Manual completed, corrected, and coordinated to include the following:
 - Table of Contents.
 - Front-end documents:
 - SE-310, page 1, ready for signature by the OSE Project Manager, in MS Word format; and
 - Items identified in Section 5.17.
 - Soils Report and other informational data pertinent to the project.
 - Specifications
 - Technical Specifications;
 - Page 2 of the SE-310, submitted separately, signed and dated by the Agency to include
 - Construction Budget for the Contract
 - Final Estimate of Construction Cost with Agency Approval
 - Status of all required permits
 - Copies of all permits
 - **Section 5.20 OSE Review and Approval Process** - Stantec assumes one review of the final Construction Documents and one response to comments. If additional reviews are required additional compensation will be required.
- 2. Technical Specifications**
Stantec will update the current technical specifications to include the language in the grant.
- 3. Update Construction Estimate**
Stantec will update the previous Engineers Option of Probable Costs to include Construction, Engineering and Inspection (CE&I) Services
- 4. Construction Admin Services**
Stantec will provide the following Construction Administration Services:
- Before the commencement of construction, attend a pre-construction conference to review project schedules, requirements, conditions, etc.
 - Review shop drawings provided by the contractor for the project.
 - If a construction change order is received, Stantec will prepare and submit the proposed change order to the SCOR for approval.
 - Prepare "Record Drawings" of the project based on the red-line as-built drawings provided by the Contractor.
 - Respond to Request of Information (RFI's).

Reference: **Proposal for Updating Plans and Specifications for Mingo Pond Drainage Improvements, Georgetown County, SC**

14. Preparation of site specifications other than general site development notes denoted on engineering plans, including, but not necessarily limited to, bound Division 2 specifications, water and sewer specifications, etc...
15. SWPPP Inspections, although may be required
16. Design, surveying, planning, or coordination not explicitly defined in the Scope of Work
17. Additional meetings, other than the meetings stated in the Scope of Services, will be billed on an hourly basis
18. Testing fees by laboratories, drawing reproducible, colored renderings, or other reprographics

ACCEPTANCE

We are truly excited at this opportunity and look forward to working with you. If the aforementioned scope and fees, along with the attached rate tables and Professional Services Terms and Conditions, are acceptable to you, please sign below and return a copy to my office. Please do not hesitate to contact me if you need additional information or have questions.

Sincerely,

STANTEC CONSULTING SERVICES, Inc.



Bryan Kizer, PE
Senior Associate
Tel: (843) 740-7700
Fax: (843) 740-7707
Bryan.Kizer@Stantec.com

Attachments: Professional Services Terms and Conditions and Standard Billing Rate Schedule Table are included as part of this proposal.

Name: Eric G. Fosmire
Title: Chief of Staff, Gen. Council
Signature: Eric G. Fosmire Date: 10 June 2022
Approved by (Client)

Reference: Proposal for Updating Plans and Specifications for Mingo Pond Drainage Improvements, Georgetown County, SC

FEE PROPOSAL

This is a Fixed Fee contract except for items noted otherwise. Stantec will request Client's authorization prior to increasing the Hourly budgets.

Tasks	Fee
1. Compliance with OSE	\$ 20,000
2. Technical Specifications	\$ 2,000
3. Update Construction Estimate	\$ 3,100
4. Construction Admin	\$ 22,100
Total	\$ 47,200

Invoices will be sent each month based upon estimated percentage completion of work for lump sum fees, plus reimbursable expenses. Invoices are due 30 days following the date of the invoice.

Additional (Out of Scope) Services:

Stantec will bill on an hourly basis, or on an agreed lump sum fee, for any services that are not part of the Basic Services outlined above (please refer to attached Billing Schedule). Hourly rates and additional services include, but are not necessarily limited to, the following:

1. Revisions to the existing zoning or variances of any type
2. Sign Design and permitting
3. Professional services required as a result of modification to the site layout by the Owner or other stakeholder after project has commenced. The efforts required to bring the project back to the point where it was at the time of the requested modification will be communicated to the Client prior to proceeding with the work.
4. Flood study or base flood elevation studies of any nature or any coordination or permitting assistance with FEMA, local flood plain coordinators, or building official.
5. Anti-degradation analysis which may be requested by OCRM as a result of nearby streams having been placed on the 303d list for impaired waterbodies
6. Traffic impact studies, traffic counts, off-site roadway design or coordination of any kind. (i.e. roadway improvements, re-grading, curb design/addition, offsite turn lanes and etc...).
7. Design of offsite improvements of any kind. Improvements are assumed to be strictly limited to each respective phase.
8. Utility design, permitting, or coordination, other than what is specifically mentioned in the Scope of Services, including but not limited to Sanitary Sewer Pump station design or any off-site utility design or permitting. This also excludes coordination with any utility companies, including but not limited to electric, gas, phone, cable, or internet.
9. Design, coordination, or permitting for specialty hardscape, fencing/ walls, site furnishings, lighting (including photometric plan), or signage
10. Surveying Services not explicitly defined in the scope of work; property line abandonment plats; easement plats; construction staking; or subsurface utility exploration (SUE).
11. Arborist services, although Stantec does have an in house arborist
12. Structural Engineering Services, including retaining wall design or design of any specialty Stormwater management structure or device.
13. Environmental or Archaeological Services or Reports of any kind, including but not limited to Cultural Resource, Endangered Species Surveys, Phase I Environmental Site Assessments, etc.

Reference: Proposal for Updating Plans and Specifications for Mingo Pond Drainage Improvements, Georgetown County, SC

**STANDARD
BILLING RATE SCHEDULE TABLE
2022**

BILLING RATES	
CLASSIFICATION	BILLING RATE (\$ Per Hour)
Professional	Rate
Senior Associate / Senior Project Manager / Professional Engineer	\$207
Project Manager / Landscape Architect	\$172
Design Engineer / Landscape Architect / Land Planner	\$166
Landscape Architect	\$153
Associate	\$147
Technician	\$132

Notes:

- Rates shown above are the highest for each respective employee classification. Actual rates may therefore be lower than those indicated.
- Rates change each calendar year

