

**SE-240****SMALL PROFESSIONAL SERVICES CONTRACT TERMS AND CONDITIONS****AGENCY:** SOUTH CAROLINA OFFICE OF RESILIENCE**PROJECT NAME:** TOWN OF CHERAW STORMWATER INFRASTRUCTURE**PROJECT NUMBER:** D30-N016-MJ**A/E NAME:** DAVIS & FLOYD**ADDRESS:** PO BOX 61599NORTH CHARLESTON, SC 29419

In consideration of the mutual covenants and obligations set forth herein, the Agency and A/E (hereinafter jointly referred to as the "parties") agree to the following Terms and Conditions as they apply to the Contract for the project listed above.

**A. CONTRACT DOCUMENTS**

1. Documents forming a part of this contract are, in order of precedence:
  - a. These Terms and Conditions, SE-240.
  - b. A/E Proposal describing services to be provided for this project, the associated hourly billing rates for the A/E and the A/E consultants, and the projected Reimbursable items. *Davis & Floyd 26 August 2022 Proposal*
  - c. Supplemental Conditions, attached if applicable.
  - d. The following other documents:

2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.
3. The Agency's Budget for the Cost of the Work: \$9,193,020.00

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

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

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

**NAME:** ERIC FOSMIRE**TITLE:** CHIEF OF STAFF**ADDRESS:** 632 ROSEWOOD DR, COLUMBIA SC 29201**TELEPHONE:** 803-822-9580**EMAIL:** ERIC.FOSMIRE@SCOR.SC.GOV

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

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

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

**NAME:** MICHAEL V. HORTON**TITLE:** CHIEF ENGINEERING OFFICER**ADDRESS:** PO BOX 61599, NORTH CHARLESTON, SC 29419**TELEPHONE:** 843-554-8602**EMAIL:** MHORTON@DAVISFLOYD.COM

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

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

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

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

#### **D. INSURANCE**

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

#### **E. INDEMNIFICATION**

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

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

**F. A/E SERVICES**

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

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

**9. Contractor Submittals**

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

**10. Changes in the Work**

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

**11. Project Completion**

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

**12. Additional Services**

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

**G. AGENCY'S RESPONSIBILITIES**

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

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

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

## **I. INSTRUMENTS OF SERVICE**

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

**J. CLAIMS AND DISPUTE RESOLUTION**

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

**K. TERMINATION OR SUSPENSION**

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

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

#### **L. MISCELLANEOUS PROVISIONS**

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



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

**M. COMPENSATION**

1. The Agency shall compensate the A/E for the services rendered as described in the Contract Documents in Section A. The A/E may make application for payment for services performed on a monthly basis. The Agency shall make payments to the A/E of undisputed amounts due for services performed by the A/E, within twenty-one (21) days of receipt of the A/E's invoice. The A/E shall make progress payments to the consultants within seven (7) days of the receipt by the A/E of each payment from the Agency.
2. The Agency shall compensate the A/E for Additional Services that may arise during the course of the Project by negotiated Amendment to this contract. The hourly billing rates to be used to negotiate additional services by the A/E and the A/E's consultants shall be included as an attachment referenced in Section A.
3. When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The A/E shall be entitled to compensation in accordance with this Contract for all services performed whether or not the Construction Phase is commenced.
4. The Agency shall compensate the A/E for Reimbursable Expenses described in the Contract Documents referenced in Section A as a not-to-exceed amount. The compensation shall be the actual costs incurred by the A/E and the A/E's consultants. The A/E and the A/E's consultants shall be allowed a reasonable markup not to exceed 10% for administrative cost related to Reimbursable Expenses.
5. Unless authorized in writing by the Agency prior to incurring the expense, no expense for transportation, travel, or subsistence will be reimbursable to the extent the expense exceeds the amount for which a state employee would be reimbursed under the Travel Regulations. Travel Regulations means the State Fiscal Accountability Authority's Regulations for Reimbursement for Travel and Subsistence Expenses, Disbursement Regulations pdf found at [<https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures>]. There shall be no charge for time spent in travel.
6. Progress Payments: Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the A/E's invoice. Payments due to the A/E and unpaid under this Contract shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the Agency shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.
7. The Agency shall not withhold amounts from the A/E's compensation to impose a penalty.

**AGENCY:**

BY:   
 (Signature of Representative)

PRINT NAME: Eric Fosmire

PRINT TITLE: Chief of Staff

DATE: 9/28/2022

**A/E:**

BY:   
 (Signature of Representative)

PRINT NAME: MICHAEL HORTON

PRINT TITLE: CHIEF ENGINEERING OFFICER

DATE: 09/26/2022



# DAVIS & FLOYD

SINCE 1954

August 26, 2022

Karen L. Olson, PE  
Infrastructure Engineer, Disaster Recovery Division  
South Carolina Office of Resilience  
632 Rosewood Drive  
Columbia, SC 29201

via email: [Karen.Olson@scor.sc.gov](mailto:Karen.Olson@scor.sc.gov)

Re: Proposal and Scope of Services  
Town of Cheraw Drainage Improvements  
SCOR Project No. D30-No160-MJ-A and D-30-No160-MJ-B

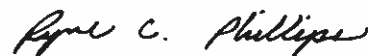
Dear Ms. Olson:

Davis & Floyd is pleased to offer a proposal for professional engineering services for the Second Street (D30-No160-MJ-A) and Washington and Railroad (D30-No160-MJ-B) projects located in the Town of Cheraw.

We truly appreciate the opportunity to offer our services in this capacity. Please do not hesitate to contact us should you have any questions regarding our scope of services and corresponding fee. We look forward to hearing from you soon.

Very truly yours,

**DAVIS & FLOYD**



Ryne C. Phillips, PE  
Associate



Michael V. Horton, PE, CFM  
Chief Engineering Officer

**Enclosures:**

- Scope of Services
- Project Limits
- Preliminary Project Schedule
- Cost Summaries
- Cost Analyses

PO Box 61599, North Charleston, SC 29419  
☎ (843) 554-8602 ☎ (843) 747-6485

[WWW.DAVISFLOYD.COM](http://WWW.DAVISFLOYD.COM)

# DAVIS & FLOYD

SINCE 1954

## **SUMMARY OF SCOPE**

The South Carolina Office of Resilience (SCOR) is funding and administrating the Second, Washington, and Railroad project (Project) located in the Town of Cheraw (Town). The Project will involve design, permitting, bidding, and construction phase services for drainage improvements to alleviate flood conditions within the Project limits (Exhibits A and B).

New and/or improved linear drainage improvements are assumed to be designed and constructed within the Project limits, including a single jack and bore at the CSX railroad. It assumed that all proposed drainage improvements will be located within public rights-of-way, and any existing drainage infrastructure located beneath structures will plugged and abandoned.

In coordination with SCOR and the Town, Davis & Floyd, Inc. (Engineer) will provide the following pre-construction and construction phase tasks: 1.) Project Planning and Support; 2.) Public Outreach; 3.) Data Gathering; 4.) Permitting; 5.) Design; 6.) Bidding; and 7.) Construction Engineering and Inspection. The scope of services included herein are based upon an estimated total duration of 16 months from the authorized notice to proceed (see Exhibit C).

## **TASK 1 – PRE-CONSTRUCTION PROJECT PLANNING AND SUPPORT**

General project management and planning services associated with the Project.

### **A. Project Management**

A project management plan will be developed to identify stakeholders, potential Project challenges, team member responsibilities, Project schedule, Project budget, Project communications plan, and other elements to facilitate management of this Project. This plan will be developed following the kick-off meeting.

A preliminary schedule for this Project is presented as Exhibit C. The schedule will be reviewed at the Project kick-off meeting. The schedule will be updated monthly and will be used as the basis for status reporting, including budget and schedule monitoring.

A Project quality management plan will be developed. This plan will describe the quality assurance objectives for design and meeting key Project goals. A Project team organization and quality management leader will be identified.

Following completion of the project management plan, project communications plan, and Project quality management plan, project management task will include:

- Progress monitoring and scheduling
- Progress reporting as required by SCOR
- Correspondence with SCOR, Town, Project staff, sub-consultants, and Project staff

### **B. Project Kick-off Meeting**

A kick-off meeting will be held at the start of this Project. Project objectives and goals will be defined/confirmed. Project procedures, deliverables, schedule, QA/QC protocols, and

communication/coordination plans will be established. Meeting minutes and plans developed during and as a result of this meeting will be provided.

### C. Monthly Progress Meetings

Twelve monthly project status meetings (August 2022 to August of 2023) will be held to summarize work completed, present interim findings/recommendations, and solicit input from SCOR and Town. Meeting agendas and minutes will be developed and provided. Progress meetings will be held virtually using Microsoft Teams, Zoom, or other video conferencing platforms.

## **TASK 2 – PUBLIC OUTREACH**

Web media in the form of online digital surveys and web mapping will be developed and hosted to inform residents throughout the Project. One public input/information meeting will be facilitated to inform locals of the Project during early design phases. A second public input/information meeting will be provided prior to bidding the project. Project material will be developed for the public meeting to be in the form of exhibits and presentations. All public outreach materials/media will be developed in coordination with SCOR and the Town.

## **TASK 3 – DATA GATHERING**

### A. Surveying

Surveying services to support the Project will be provided along the project corridor (Exhibits A and B) and include the following subtasks.

#### a. Primary Control Surveying

Project control will be set from local NGS monuments using South Carolina State Plane Coordinates based on the NAD 83 horizontal datum and the NAVD 88 vertical datum. A combination of survey-grade GPS, conventional traverses, and level loops will be used to establish a Project control network.

#### b. Detailed Design Surveys

Detailed design surveys will be used during the development of design plans. From the control network, these surveys will be completed within current public right-of-way to gather topographic and planimetric information necessary for design (including but not limited to existing drainage infrastructure, wetland delineations, cross sections, topography shots, break lines, building corners, property corners, trees, drainage boxes, manholes, edges of pavement, visible underground utilities, utility location marks, curb lines, and small objects such valves, meters, bollards, etc.).

#### c. Process Survey Data and Mapping

Field surveys will be processed and drafted to produce a base drawing file reflective of field conditions at the time of field survey. Complete mapping and linework will be included displaying surveyed planimetric information and will include a digital terrain model.

d. Survey Assumptions

It is assumed that all proposed infrastructure will be placed within public rights-of-way. As a result, easements, right-of-way, and acquisition services have been excluded from the scope of services. However, Engineer will assist SCOR or Town with permissions as required for construction.

B. Pipeline Inspection

Existing pipelines between the First Baptist Church and First United Methodist Church are assumed to be remain in place; however, the condition is unknown. As a result, a NASSCO PAPC-certified closed-circuit television (CCTV) inspection of this pipeline will be completed. Results of the inspection will be reviewed and discussed with SCOR and the Town to determine the need for pipeline rehabilitation. If necessary, pipeline rehabilitation specifications will be developed as part of the design services (Task 5).

C. Waters of the State Jurisdictional Determination

Waters of the state (wetlands and riparian waters) located within the Project corridor will be flagged. Waters of the state exhibits will be prepared and included within a jurisdictional determination package to be submitted to the United States Army Corps of Engineers (USACE).

D. Subsurface Utility Engineering

Due to the footprint of the project corridor and unknown presence of utilities, subsurface utility engineering (SUE) will be completed. SUE services will be aimed at providing detailed utility network mapping that will be used to facilitate design of proposed drainage improvements and identify utility conflicts that warrant relocation or other accommodation during construction.

a. SUE Quality Level D (QL-D) Subsurface Utility Record Research:

SC811 will be contacted to determine which member utilities have facilities in the project area. Records will be requested from all member utility owners with underground facilities within the Project limits. If records are not available, a site meeting will be requested to identify the owners' facilities. Please note that utility records may take a significant amount of time to receive, up to 4-6 weeks and may not be received prior to field investigations depending upon project schedule.

b. SUE Quality Level C (QL-C) Utility Feature Survey:

QL-C survey will be completed as a part of Task 3.A. QL-C utility appurtenances will be reviewed, and any potential discrepancies noted.

c. SUE Quality Level B (QL-B) Subsurface Utility Investigation:

Electromagnetic (EM) pipe and cable locators and ground penetrating radar (GPR) will be deployed to determine approximate horizontal position of detectable utilities within the Project limits following 30% design. Horizontal positions of detectable non-gravity utility systems will be marked on the ground using paint and/or pin flags throughout the Project limits. Following the QL-B SUE investigation, utilities will be located, and the designated utilities will be mapped relative to Project control.

d. SUE Quality Level A (QL-A) Subsurface Utility Vacuum Excavation

Subsurface utility vacuum excavation (potholing) services will be provided at up to 20 locations over five separate mobilizations as a part of the Project. The locations will be selected in coordination with utility owners and based on results of the SUE QL-B investigation and proposed drainage improvements. The tasks included with vacuum excavation services are as follows:

- SC811 will be contacted to request utility marking prior to performing vacuum excavation.
- Each test hole will be “set up” by deploying EM and GPR to designate and confirm the target utility prior to initiating vacuum excavation activities.
- Vacuum excavation will be performed at the specified number of locations selected by Client. The charges for these will be at the unit rates listed below.
- Hubs or nails will be set to obtain depth measurements at each test hole location. Hubs or nails will be surveyed and provided to Client in report and spreadsheet form.
- The utility size, material type where reasonably ascertainable, and depth of cover to the top of the subject utility at each test hole will be obtained. A vacuum excavation test hole report will be prepared under the supervision of a licensed surveyor for each test hole.
- If air excavation is used, then all spoils removed the test hole will be placed back in the hole and compacted in 6-inch lifts. Spoils not suitable for placement back in a test hole will be removed. It is assumed that no contaminated soils will be present which would require special equipment decontamination.
- If test holes are in a hard surface (asphalt or concrete), the surface will be patched using asphalt cold patch or concrete mix. Additional repair requirements, if required, are not included as part of the scope of services.

e. SUE Assumptions

The following assumptions apply for SUE-related services:

- If underground utilities are damaged within the area of investigation, whether marked by Engineer or not, it is Town’s obligation to notify Engineer within 48 hours of any damage to allow Engineer to investigate the damage. Failure to notify Engineer within 48 hours absolves Engineer from any potential liability for claims.
- It is assumed that all field activities can be performed during normal business hours. If night or weekend work is required, surcharges may apply.
- All arrangements regarding site access and clearing of surface obstructions from the areas of investigation will be made by Town before and during the field work.
- Town accepts that a significant amount of marking paint may be applied to the ground surface during the field work and should notify Engineer prior to the investigation if marking paint should not be applied to any areas.
- Although geophysical methods provide a high level of assurance in determining the location of subsurface objects, the possibility exists that not all features will be detected due to depth, size, soil conditions, and other reasons beyond Engineer’s control. For example, utilities present at depths below an instrument’s detection limit cannot be located. Therefore, it is understood that no non- invasive instrument is guaranteed to detect 100% of subsurface utilities or other features. In instances where precise horizontal and vertical is critical, minimally invasive methods such as vacuum excavation should be utilized to visually inspect and survey the feature. Therefore, due caution should be used

when performing any subsurface excavation and Engineer is not liable for any damages that occur unless it is demonstrated that the damages occurred because of Engineer's negligence.

- Traffic control, as required, will be provided by Engineer for up to five full days

#### E. Geotechnical Investigation

Geotechnical investigations will be performed and include evaluation of ground conditions and development of geotechnical design recommendations for the Project.

##### a. Field Testing

Thirteen manual auger borings at the locations shown on Exhibits A and B will be completed. Borings will be drilled to a depth of ten (10) feet, and dynamic cone penetration (DCP) testing will be performed at 2½-foot intervals. One boring at the intersection of Third and Church Streets and two borings at the potential CSX jack-and-bore site will be drilled to a depth of fifteen (15) feet. The soils encountered will be visually classified in the field using the Unified Soil Classification System (ASTM D2487), select samples will be collected for laboratory testing, and bore holes will be backfilled with the cuttings immediately upon completion.

Existing pavement cores will be collected in seven locations on the streets within the Project limits. Cores will be photographed, and the core will be immediately grouted back into the hole.

##### b. Laboratory Testing

Select samples will be subjected to laboratory natural moisture, grain size distribution, and Atterberg limits testing. Laboratory testing will be performed using applicable ASTM or AASHTO methods.

##### c. Report

After completion of the field exploration, laboratory testing, and engineering analyses, a formal geotechnical engineering report will be prepared. The report will present findings, conclusions, and recommendations and will include:

- Field testing procedures;
- Test location plan;
- Soil test boring logs which describe site soils and illustrate stratification changes, field data, and water levels;
- Lateral earth pressure parameters;
- Excavation considerations;
- Recommendations for pipe bedding, trench backfill placement, compaction, and
- Pavement considerations.

A draft report will be submitted for review and comment. Draft comments will be addressed and incorporated into the final report as appropriate and delivered.



d. Geotechnical Assumptions

It is assumed that manual auger borings at the CSX site to a depth of 15 feet can be achieved. Therefore, completion of a cone penetration test (CPT) to complete the geotechnical exploration at this site is excluded from these scope of services.

F. HUD Environmental Assessment Determination

A Housing and Urban Development (HUD) Environmental Assessment (EA) Determination and Compliance Findings report in accordance with 24 CFR Part 58 will be prepared using the HUD Environmental Assessment Determination and Compliance Findings for HUD-assisted projects 24 CFR Part 58 outline as the basis of the report. Findings will be compiled, and a HUD-compliant report will be provided upon completion. All HUD EA documentation will be submitted through HEROS.

a. Phase I Environmental Site Assessment

Engineer will perform a Phase I Environmental Site Assessment in general accordance with the ASTM Standard Practice for Environmental Assessments, E-1527-21. A site reconnaissance to assess on-site conditions with particular emphasis on indicators of contamination will be performed. No sampling of soils, groundwater, surface waters, debris piles, or building materials is included in these scope of services. Regulatory agencies will be contacted to ascertain whether actions have been or may be taken concerning property within the Project limits or adjacent properties. A search of available environmental records utilizing a database search firm will also be completed. This search will meet specific requirements of the ASTM Standard Practice for Environmental Assessments, E-1527-13. Engineer will create one report for the entire Project limits, and the report will be included in the EA.

b. Historic Preservation/Cultural Resources

i. Section 106 Review Form

A Section 106 Review Form, utilizing information in the form of maps and technical specifications, cultural resource background information pertinent to the Historic District of the Town, and the required background regulatory information will be completed and submitted to the State Historic Preservation Office (SHPO) for review and comment. Questions, requests for additional information (RAI), revisions, edits, or any other correspondence which might arise from the submittal of the Section 106 Review Form and submittal of a revised Section 106 Review Form will be addressed, responded, and resubmitted.

ii. Shovel Tests

Following acceptance of the Section 106 Review Form by SHPO, shovel tests in the "new impact" areas will be performed. These new areas encompass roughly 4,900 linear feet (LF) on both sides of the involved streets in the Historic District, with several isolated "new impact" areas in the Historic District as well. The total new impact areas are measures to be approximately 10,500-LF (+/- 2-miles of alignment). The predominant soil in these new impact areas is Noboco loamy sandy 0-2% slopes, and it is not eroded (not C2 or D2); therefore, topsoil is anticipated in the shovel tests. As currently planned, no structures,



modern or historic, are within the “new impact areas,” and none will be impacted during the Project.

The areas of “existing” drainage infrastructure will not be shovel tested during the cultural resource phase. These “existing” areas will not be tested as they have presumably been previously disturbed. More specifically, these areas of new impacts which lie along both sides of Washington and Second Streets, and any new impact area extensions, will be shovel tested at medium level intensity (30-meter) intervals, following completion of field surveying.

Shovel tests will be approximately 30-centimeters (cm) round and dug either to a depth of 80-centimeters below surface (cmbs), or until solid clay, solid rock, or the water table is encountered. Soils will be screened through ¼-inch mesh. Surface inspections will be completed for all clearings and disturbed areas, such as dirt roadways, animal burrows, plowed fields, ditch berms, and fallen trees in search of cultural remains. Relevant field information will be recorded in Project field books. For each shovel test, samples will include number and location, soil conditions, stratigraphic description, degree of disturbance, and environmental setting. The excavated shovel tests will be mapped onto a high resolution, topographic map.

If encountered during the survey, positive tests will be bounded with 15-m interval shovel tests in all cardinal directions (*South Carolina Standards and Guidelines for Archaeological Investigations*: page-13). No such bounding tests around initial, positive shovel tests, or surface collection, will proceed outside of the alignment of the “new impact” areas of the proposed drainage improvements or under paved surfaces.

Pursuant to *South Carolina Standards and Guidelines for Archaeological Investigations*, and the extensive consultations conducted with the South Carolina SHPO during July of 2022, should any archaeological sites or historic structures be encountered during the archaeological field survey within positive shovel tests, or upon the exposed ground surface of the new impact areas, a Phase I survey report will need to be completed, with concomitant, reduced-interval shovel testing, site / historic structure form completion(s), site / structure assessments, site evaluations, artifact curation, and additional research. The Phase I / intensive cultural resource assessment (CRAS) is not included as part of the scope of services.

### iii. Draft Report

If all shovel test results are negative, the results of the archaeological survey will be reported in compliance with the requirements for a cultural resource letter report (“abbreviated report”), as listed in Section IV of the *South Carolina Standards and Guidelines for Archaeological Investigations*. A draft abbreviated report will be prepared and submitted to the SHPO.

The abbreviated report will be submitted to the South Carolina Department of Archives and History (SCDAH) in the format of paper and PDF copies in accordance with: *South Carolina Standards and Guidelines For Archaeological Investigations; Survey Manual South Carolina Statewide Survey of Historic Properties (2020)*; Section 106 of the National Historic Preservation Act of 1966 (PL 89-665, as amended); and implementing

regulations of the Code of Federal Regulations (CFR), Title 36, Chapter VIII, Part 800 (36 CFR 800, as amended).

iv. Tribal Consultation

Following SHPO approval of any edits to the draft version of the abbreviated report, a HUD-required tribal consultation will be completed through transmittal of the final version of the report to the pertinent Tribal Historic Preservation Officer(s) (THPOs). Following submittal to the tribes, tribal staff will be corresponded with during the review process to complete any necessary negotiations to achieve successful conclusion of tribal consultation.

v. Final Report

The final, physical, deliverables for the Project will consist of two paper copies of the final abbreviated report for the SHPO with agency correspondence (1 bound, 1 unbound), two electronic disk copies of the final letter (one for SCIAA-IMD and one for the SHPO), and one bound copy of the final report for SCOR.

vi. Historical/Cultural Resources Assumptions:

Based on correspondence with the South Carolina SHPO, these scope of services does not include the following:

- No site forms are to be updated for any and all previously recorded structures (no GPS, no pictures, of same);
- No site forms are to be completed for any and all unrecorded structures (no GPS, no pictures, of same);
- The NRHP Historic District nomination, individual nominations, MPS, all other associated forms, and history / historic contexts will not be updated, revisited, or summarized within the final report;
- No shovel testing of the replacement of the "existing" storm drainage lines or "existing structures" which are to be trenched, as these are previously disturbed areas;
- No monitoring of any kind during construction;
- Only areas to be shovel tested are "new impact" areas within the Project limits (Exhibits A and B); and
- The only images required within the "abbreviated report" as defined above will be typical pictures and exhibits of a sample of the field area to be shovel tested, a shovel test map, and local condition images.

c. Threatened and Endangered Species Survey

Publicly available records will be obtained from the United States Fish and Wildlife Service (USFWS) and South Carolina Department of Natural Resources (SCDNR) to determine the presence of any threatened and endangered species listed for Chesterfield County. Site visits will be conducted to determine presence/absence of federally listed protected species as well as potential habitat to support those species listed. Results of the review and field research will be summarized in a report to be submitted to SCOR for review and USFWS for concurrence.

d. Public Notices

Portions of the Project limits are currently located within the 100-year floodplain and/or potential wetlands. In accordance with HUD regulations, an “Early Public Notice for Activities in a 100-Year Floodplain and/or Wetlands” and a “Combined Final Public Notice and Public Explanation of a Proposed Activity in a 100-Year Floodplain; and a Finding of No Significant Impact; and Notice of Intent to Request Release of Funds” will be published in the local newspaper (The Link Newspaper) and submitted to all interested Agencies, Groups, and Individuals. Engineer will provide response to comments received from the public notices.

**TASK 4 – PERMITTING**

Permitting and agency review coordination will be provided. The following permits are anticipated:

- South Carolina Department of Health and Environmental Control (DHEC) Notice of Intent (NOI)
- South Carolina Department of Transportation (SCDOT) Encroachment Permits
- USACE 404 Permit (incl. SCDHEC 401 Water Quality Certification)
- CSX Encroachment Permit
- Utility Permits/Approvals – Coordination with utility owners in the vicinity of the Project will be provided. Electric, gas, telecommunication, water, and sewer utility coordination are anticipated.

Design plan packages and permit applications will be prepared and coordinated with SCOR and the Town for submittal to regulatory agencies, utilities, and CSX railroad. Plan revisions based on review comments will be incorporated into the design plans and resubmittals will be coordinated with SCOR and the Town. Up to ten meetings with permitting agencies, utility owners, and CSX have been anticipated and included within this scope of services. Additional meetings, if required, may be provided as additional services. Permit questions and comment responses will be coordinated through SCOR and the Town. A register of permits will be maintained and updated throughout the Project. It is assumed that Engineer will cover applicable fees for SCDHEC and CSX permits.

**TASK 5 – DESIGN**

Hydrologic and hydraulic study, construction drawings, and technical specifications will be completed as part of the design as outlined below.

A. Hydrologic and Hydraulic Analysis

Existing hydrologic and hydraulic conditions will be adopted from the Town’s recently completed stormwater master plan and updated based upon detailed survey and field investigations. Proposed conditions hydrologic and hydraulic analyses will be completed to support and form the basis of design, as well as support local, state, and federal permitting.

B. Construction Drawings and Technical Specifications

Construction drawings will be produced to include a title sheet, site plan, legends and symbols lists, standard construction details, and construction drawings as needed in accordance with the South Carolina Office of State Engineer Chapter 5 – Design/Construction Documents and Construction Standards. Drawings will include existing conditions survey data, gravity collection and conveyance, railroad jack and bore plan/details (as necessary), connections to existing drainage facilities, utility relocation plans/details

(as necessary), and erosion control plans. Technical specification documents will be prepared based on the final approved construction drawings.

### C. Design Field Review Meetings

Three in-person meetings to review the progress of the design will be held with SCOR and the Town to review the design progress while conducting field reviews. Meetings will be held after 30%, 60%, and 90% deliverables. Updated engineer's opinion of probable construction costs and preliminary copies of construction drawings and specifications will be provided at these meetings. All preliminary drawing sets will be provided electronically.

### D. Deliverables

Deliverables associated with this sub task will be delivered at the 30%, 60%, and 90% design states as follows:

#### a. 30% Design

- Preliminary collection system layout
- Preliminary collection system plan drawings, and details
- Opinion of probable construction cost

#### b. 60% Design

- Updated collection system layout
- Updated collection system plan and profile drawings, and details
- Updated opinion of probable construction cost
- Utility Relocation Plans
- Construction schedule

#### c. 90% Design

- Updated collection system layout to include required appurtenant work (e.g., paving, curb and gutter, utility relocations, etc.)
- Updated collection system plan and profile drawings, and details
- Updated Utility Relocation Plans
- Technical specifications
- Updated opinion of probable construction cost
- Updated construction schedule
- Geotechnical report

#### d. Final Bid Documents

Final bid documents consisting of contract drawings and technical specifications will be submitted to SCOR in electronic format. "Front-end" documents are assumed to be provided by SCOR; however; Engineer will provide AIA documents A701, A101, and A201 for bidding.

## **TASK 6 – BIDDING**

Bidding has been assumed to be led by SCOR with assistance from Engineer. Bidding services are outlined below:

- Assist SCOR with coordinating the bid letting date, time, and place, and prepare final invitation to bid.
- Conduct, at a date and time selected and a place provided by SCOR, a mandatory pre-bid conference to:
  - Instruct attendees as to the types of information required by the bid documents and the format in which bids should be presented.
  - Review special Project requirements and bid documents in general.
  - Receive requests for interpretations which will be issued by addendum.
  - Prepare minutes of the conference and issue by addendum.
- Prepare and issue addenda to the bid documents when required.
- Answer questions during bid opening, make preliminary tabulation of bids, and review questionnaires and bids for completeness.
- Assist SCOR with review and evaluation of each submitted bid and proposed major or specialty subcontractors.
- Prepare and distribute formal bid tabulation sheets, evaluation of bids, and make written recommendations to SCOR concerning contract award.

## **TASK 7 – CONSTRUCTION ENGINEERING AND INSPECTION**

The fee for construction, engineering and inspection services is based on a 200-day construction period as presented in Exhibit C and will be re-negotiated following 90% design completion and contract amended accordingly through a formal amendment.

### **A. Construction Management**

- Serve and act as resident project representative during the anticipated Project construction duration. The intent of the resident project representative is to provide construction administrative efforts to monitor the Contractor's progress.
- Interpret contract documents when requested by SCOR.
- Attend on-site monthly construction progress meetings and make periodic visits to the construction site to observe and document progress of the work.
- Receive, review, and process Contractor's monthly progress payment requests, and forward to SCOR for final processing and payment.
- Review cost and scheduling aspects associated with proposed change orders and, where necessary, support SCOR in change order negotiation.
- Assist SCOR with grant compliance and reporting as outlined below:
  - Engineer will request and receive a description of the Contractor efforts to offer training and employment opportunities to Section 3 residents and results.
  - Engineer will request and review Contractor Section 3 summary and report.
  - Engineer will request and review each of the Contractor's subcontractor Section 3 summary reports (or statement of no report).

- Engineer will conduct interviews to determine if Contractor is complying with Federal Davis-Bacon prevailing wages. The latest WIFA's interview form, Department of Labor's Standard Form 1145, or equivalent, documentation will be used.

**B. Engineering Field Support Services and Inspections**

- Receive and review Contractor submittals and requests for information (RFIs).
- Complete adjustments to design drawings warranted by field orders.
- Review specified certificates and other data required furnished by the Contractor are applicable to the items actually installed.
- Track project quantities to assist with review of Contractor invoices.
- Complete daily site inspections.
- Determine limits for patching and repair items, mark items in the field and provide information to the Contractor.
- Observe all scheduled asphalt placements.
- Complete roadway inspection reports for operations, including all inspection logs.
- Observe installation of storm drainage; provide density testing as applicable.
- Observe completion of CMRB or soil cement operations as applicable.
- Inspect site concrete construction and sampling of concrete material delivered to jobsite.
- Inspect and verify site restoration as required.
- Coordinate preliminary and final inspections, including production of project punch list.
- Schedule and advise subconsultant services as needed to provide sufficient inspection, sampling, and testing.

**C. Materials Testing**

- Complete sampling and material testing assistance on site, quarries, and plants as applicable for project materials.
- Provide asphalt plant inspection for scheduled asphalt placements.
- Provide lab testing and reporting of sampled materials.

**TASK 8 – ADDITIONAL SERVICES**




Any professional services requested by SCOR that is not otherwise included in the above scope of services will be classified as additional services and can be performed through a formal contract amendment.

(End of Scope of Services)





Document Path: G:\Jobs\Even\110-00\SCOR\Town of Cheraw\Second and Washington\GIS\ArPro\SCOR - Cheraw - 2nd and Washington.aprx

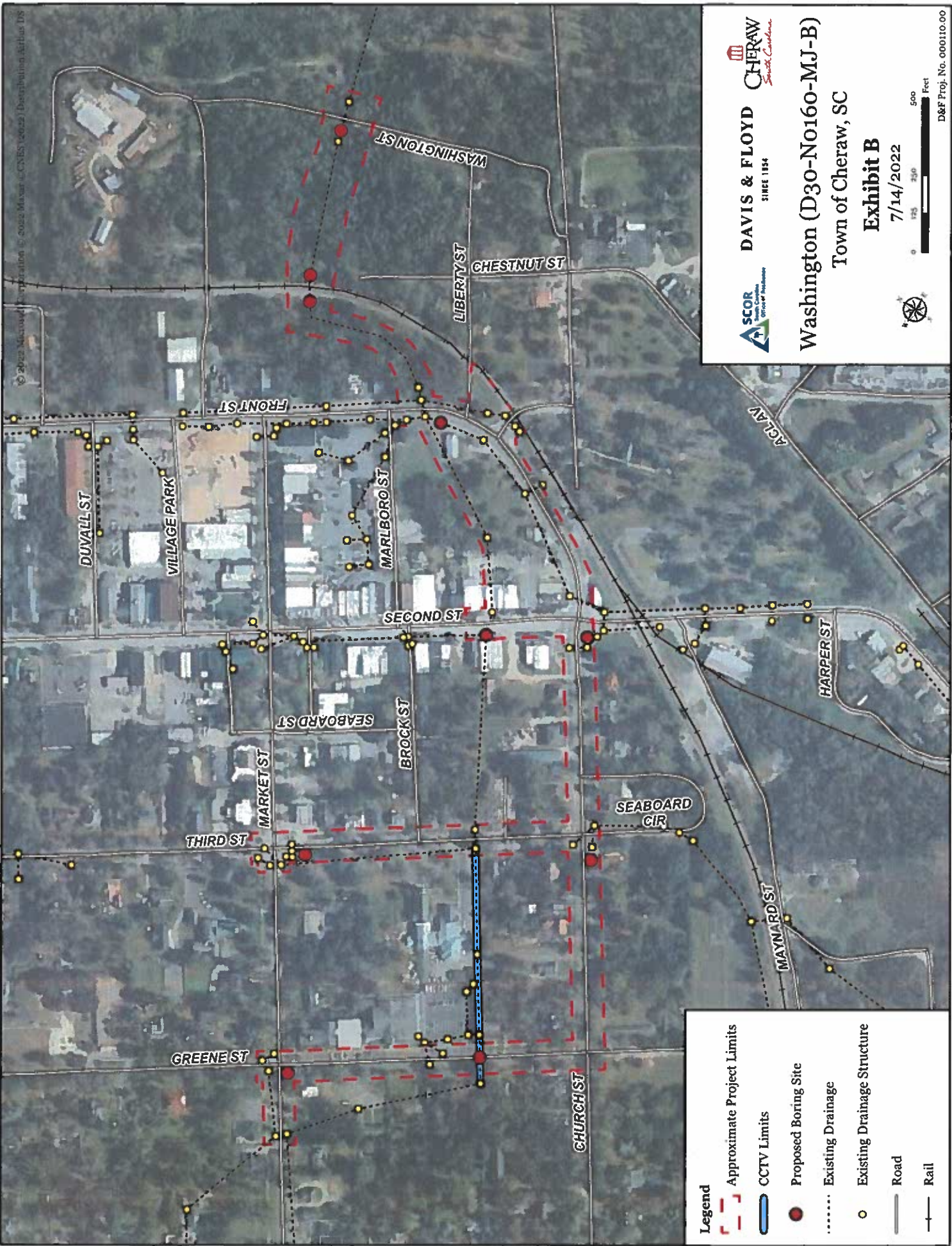
**Second St (D30-No160-MJ-A)**  
 Town of Cheraw, SC  
**Exhibit A**  
 7/14/2022




D&F Proj. No. 000110.00

- Legend**
-  Approximate Project Limits
  -  Proposed Boring Site
  -  Existing Drainage
  -  Existing Drainage Structure
  -  Road
  -  Rail





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**Washington (D30-No160-MJ-B)**  
 Town of Cheraw, SC

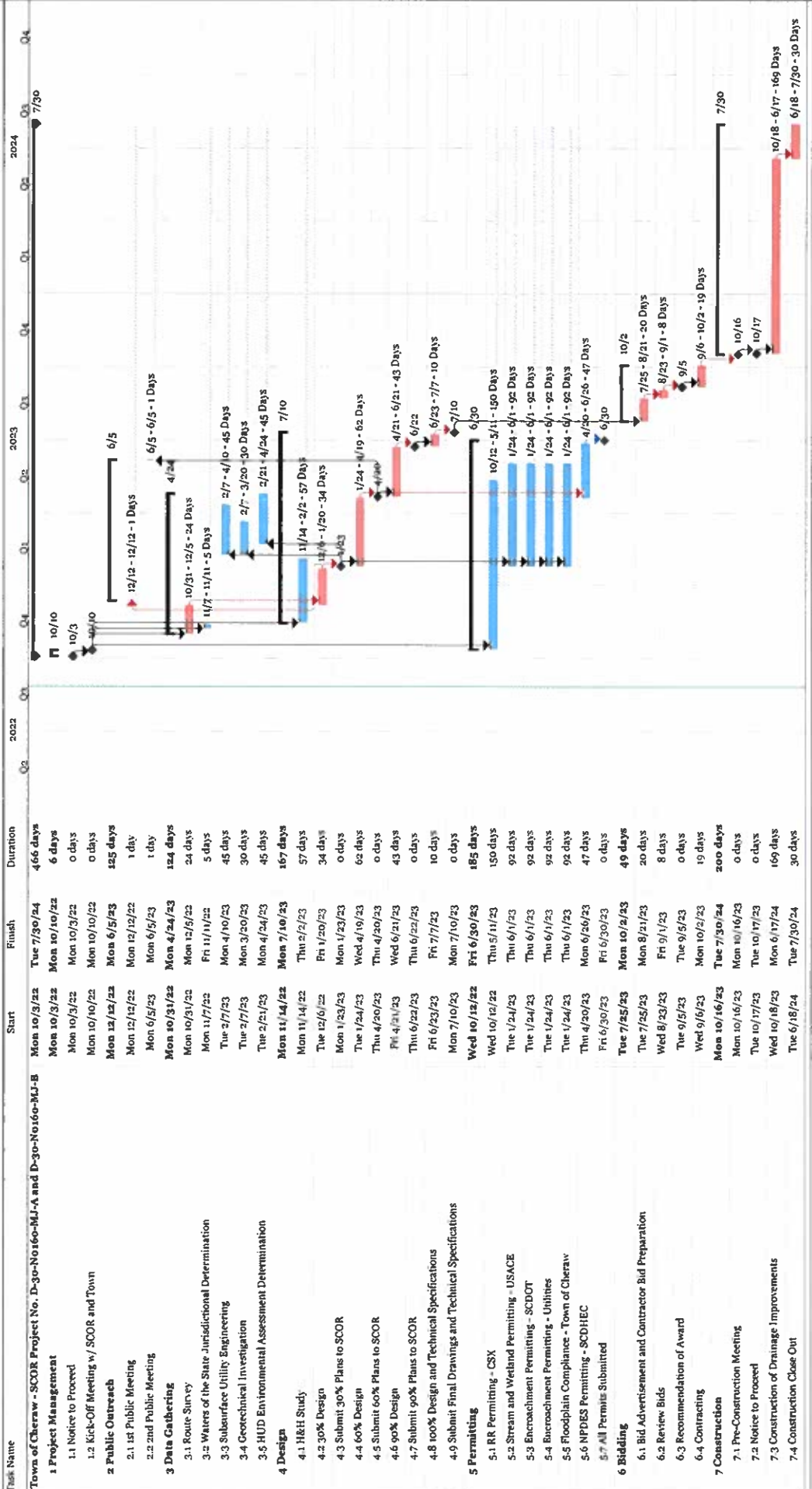
**Exhibit B**

7/14/2022



D&F Proj. No. 000110.00

- Legend**
- Approximate Project Limits
  - CCTV Limits
  - Proposed Boring Site
  - Existing Drainage
  - Existing Drainage Structure
  - Road
  - Rail



## Cost Summary Report

**Project Name:** SCOR Project No. D30-N0160-MJ-A

**Date:** 8/26/2022

Task	Description	Cost
<b>1</b>	<b>Pre-Construction Project Planning and Suport</b>	<b>\$ 48,205</b>
	A. <i>Project Management</i>	\$ 35,140
	B. <i>Project Kick-Off Meeting</i>	\$ 3,405
	C. <i>Monthly Progress Meetings</i>	\$ 9,660
<b>2</b>	<b>Public Outreach</b>	<b>\$ 11,200</b>
<b>3</b>	<b>Data Gathering</b>	<b>\$ 82,349</b>
	A. <i>Surveying</i>	\$ 14,431
	B. <i>Pipeline Inspection</i>	\$ -
	C. <i>Waters of the State Jurisdictional Determination</i>	\$ 1,190
	D. <i>Subsurface Utility Engineering</i>	\$ 29,521
	E. <i>Geotechnical Investigation</i>	\$ 8,011
	F. <i>HUD Environmental Assessment Determination</i>	\$ 29,196
<b>4</b>	<b>Permitting</b>	<b>\$ 16,228</b>
<b>5</b>	<b>Design</b>	<b>\$ 119,180</b>
	A. <i>Hydrologic and Hydraulic Analysis</i>	\$ 10,830
	B. <i>Construction Drawings and Technical Specifications</i>	\$ 93,785
	C. <i>Design Field Review Meetings</i>	\$ 14,565
<b>6</b>	<b>Bidding</b>	<b>\$ 11,245</b>
<b>7</b>	<b>Construction Engineering and Inspection</b>	<b>\$ 139,417</b>
	A. <i>Construction Management</i>	\$ 30,591.24
	B. <i>Engineering Field Support Services and Inspections</i>	\$ 79,779.76
	C. <i>Materials Testing</i>	\$ 29,046.00
<b>Total =</b>		<b>\$ 427,824</b>



**Task 1: Pre-Construction Project Planning and Support**

	Eng VI	Eng IV	Staff Eng II	Sub Total Labor
<b>Labor</b>				
Project Management Plan	1	8	0	\$ 1,755.00
Design Budget and Schedule Control	16	27	0	\$ 9,395.00
QA/QC Plan	1	8	0	\$ 1,755.00
Project Kick-Off Meeting (In Person)	4	4	10	\$ 2,990.00
Risk Management	2	4	0	\$ 1,290.00
Preparation and Attendance of Monthly Progress Meetings (12)	18	18	12	\$ 9,660.00
Overall Project Management	12	95	0	\$ 20,875.00
<b>Labor Hours by Personnel</b>	54	164	22	
Labor Rate \$	275.00	\$ 185.00	\$ 115.00	
Total Labor \$	47,720.00			
<b>Expenses</b>				
Plotting/Printing \$		240.00		
Mileage \$		187.50		
Per Diem/Meals \$		57.50		
Permit Fees \$		-		
Total Expenses \$		485.00		
<b>Sub-Consultants</b>				
Total Subs \$				
<b>TOTAL = \$</b>		<b>48,205</b>		

Task 2: Public Outreach						
Labor	Eng VI	Eng IV	Staff Eng	Sub Total Labor		
Preparation for Public Meetings	0	6	12	\$ 2,490.00		
Public Meetings (2)	4.5	9	18	\$ 4,972.50		
Labor Hours by Personnel	4.5	15	30			
Labor Rate \$	275.00	\$ 185.00	\$ 115.00			
Total Labor \$	7,462.50					
<b>Expenses</b>						
Plotting/Printing \$	555.00					
Mileage \$	250.00					
Per Diem/Meals \$	57.50					
Permit Fees \$						
Total Expenses \$	862.50					
<b>Sub-Consultants</b>						
LCC \$	2,875.00					
Total Subs \$	2,875.00					
<b>TOTAL = \$</b>	<b>11,200</b>					

**Task 3: Data Gathering**

	Eng V	Eng IV	Eng III	Staff Eng II	Surveyor I	Designer I	Crew Chief II	Technician I	Sub Total Labor
<b>Labor</b>									
Survey - Preparation for Field Survey/Field Work	0	0	0	1	3	0	1	0	\$ 585.00
Survey - Travel/Field Work	0	0	0	10	0	0	32	32	\$ 6,174.00
Survey - Post Processing and Existing Conditions Drawings	0	0	0	0	21	21	0	0	\$ 4,473.00
Survey - QA/QC	1	0	0	2	4	0	0	0	\$ 975.00
CCTV - Review Results and Provide Recommendation	0	0	0	0	0	0	0	0	\$ .
HUD EA	15	0	70	0	0	0	0	0	\$ 13,475.00
Labor Hours by Personnel	16	0	70	13	28	21	33	32	
Labor Rate \$	245.00	\$ 185.00	\$ 140.00	\$ 115.00	\$ 125.00	\$ 88.00	\$ 95.00	\$ 62.00	
Total Labor \$	25,682.00								
<b>Expenses</b>									
Plotting/Printing \$		492.16							
Mileage \$		500.00							
Per Diem/Meals \$		1,500.00							
Permit Fees \$									
Total Expenses \$		2,492.16							
<b>Sub-Consultants</b>									
CCTV - Pascon \$									
JD - Brignan \$	1,190.00								
Geotechnical - ESP \$	8,011.00								
SUE - ESP \$	29,521.00								
HUD EA - Bland & Associates \$	15,452.84								
Total Subs \$	54,174.84								
<b>TOTAL \$</b>	<b>82,349</b>								

Task 4: Permitting						
Labor	Eng IV	Eng II	Staff Eng II	Sub Total Labor		
SCDHEC - MSA/NOI	1	0	10	\$ 1,335.00		
SCDOT Encroachment Permit	1	5	21	\$ 3,300.00		
USACE 404/401 Permit - Drawings	1	0	10	\$ 1,335.00		
CSX Encroachment Permit	0	0	0	\$ -		
Floodplain Coordination	1	0	2	\$ 415.00		
Utility Encroachment Permits (Gas, Telecom., w/www)	4	13	0	\$ 2,560.00		
Meetings - Virtual (5)	1	1	1	\$ 440.00		
Meetings - in Person (5)	9	0	9	\$ 2,700.00		
Labor Hours by Personnel	18	19	53			
Labor Rate \$	185.00	\$ 140.00	\$ 115.00			
Total Labor \$	12,085.00					
<b>Expenses</b>						
Plotting/Printing \$	570.50					
Mileage \$	750.00					
Per Diem/Meals \$	287.50					
Permit Fees \$	500.00					
Total Expenses \$	2,058.00					
<b>Sub-Consultants</b>						
404/401 Permit - Brigman \$	2,084.50					
Total Subs \$	2,084.50					
<b>TOTAL \$</b>	<b>16,228</b>					



**Task 5: Design**

	Eng VI	Eng IV	Eng II	Staff Eng II	Landscape Architect II	Land Planner II	Sub Total Labor
<b>Labor</b>							
Hydrologic and Hydraulic Analysis	0	21	12	43	0	0	\$ 10,510.00
30% Drainage Design/Plans	0	10	10	54	0	0	\$ 9,460.00
30% Review Meeting - In Person	4.5	4.5	0	9	0	0	\$ 3,105.00
Address 30% Comments from Owner	0	0	2	21	0	0	\$ 2,695.00
60% Drainage Design/Plans	0	13	10	82	0	0	\$ 13,235.00
60% Review Meeting - In Person	4.5	4.5	0	9	0	0	\$ 3,105.00
Address 60% Comments from Owner	0	0	5	27	0	0	\$ 3,805.00
Utility Coordination/Relocation Design/Drawings	0	32	109	0	0	0	\$ 21,180.00
90% Drainage Design/Plans	0	10	10	65	13	41	\$ 15,835.00
90% Review Meeting - In Person	4.5	4.5	0	9	3	3	\$ 3,735.00
Address Comments from Owner/Utilities/Permit Agencies	0	2	10	43	2	10	\$ 7,815.00
Technical Specifications	0	21	10	21	0	0	\$ 7,700.00
Final Plans	1	10	10	21	0	0	\$ 5,940.00
QA/QC	21	54	0	0	5	0	\$ 16,390.00
Labor Hours by Personnel	35.5	165.5	176	361	23	54	
Labor Rate \$	275.00	185.00	140.00	115.00	125.00	85.00	
Total Labor \$	114,000.00						
<b>Expenses</b>							
Plotting/Printing \$		1,826.00					
Mileage \$		2,500.00					
Per Diem/Meals \$		854.00					
Permit fees \$							
Total Expenses \$		5,180.00					
<b>Sub-Consultants</b>							
Total Subs \$							
<b>TOTAL \$</b>		<b>119,180</b>					

**Task 6: Bidding Services**

	Eng VI	Eng IV	Sub Total Labor
<b>Labor</b>			
Bid Letting Coordination	0	4.5	\$ 832.50
Pre-Bid Conference (in Person)	2	8	\$ 2,090.00
Issue Addenda	0	10	\$ 1,850.00
Bid Opening (in Person)	2	8	\$ 2,090.00
Review and Evaluate Bids	3	12	\$ 3,045.00
Bid Tabulation	1	2	\$ 645.00
<b>Labor Hours by Personnel</b>	<b>8</b>	<b>44.5</b>	
Labor Rate \$	275.00	\$ 185.00	
<b>Total Labor \$</b>	<b>10,432.50</b>		
<b>Expenses</b>			
Plotting/Printing \$	305.00		
Mileage \$	450.00		
Per Diem/Meals \$	57.50		
Permit Fees \$	-		
<b>Total Expenses \$</b>	<b>812.50</b>		
<b>Sub-Consultants</b>			
Total Subs \$			
<b>TOTAL \$</b>	<b>11,245</b>		

**Task 7: Construction Phase Services**

	RCM III/Eng IV	Staff Eng II	Inspector III	Sub Total Labor
<b>Labor</b>				
Construction Management	150	0	0	\$ 27,750.00
Engineering Field Support Services and Inspections	0	63	521	\$ 72,370.00
Labor Hours by Personnel	150	63	521	
Labor Rate \$	185.00	\$ 115.00	\$ 125.00	
Total Labor \$	100,120.00			
<b>Expenses</b>				
Plotting/Printing \$	548.00			
Mileage \$	4,388.00			
Per Diem/Meals \$	2,742.00			
Supplies \$	2,573.00			
Total Expenses \$	10,251.00			
<b>Sub-Consultants</b>				
Material Testing \$	29,046.00			
Total Subs \$	29,046.00			
<b>TOTAL \$</b>	<b>139,417</b>			
<b>PROJECT TOTAL \$</b>	<b>427,824</b>			
<b>Notes:</b>				
1. Overhead Rate = 184%				
2. Profit = 10%				

## Cost Summary Report

**Project Name:** SCOR Project No. D30-No160-MJ-B

**Date:** 8/26/2022

Task	Description	Cost
<b>1</b>	<b>Pre-Construction Project Planning and Support</b>	<b>\$ 109,295</b>
	A. <i>Project Management</i>	\$ 96,230
	B. <i>Project Kick-Off Meeting</i>	\$ 3,405
	C. <i>Monthly Progress Meetings</i>	\$ 9,660
<b>2</b>	<b>Public Outreach</b>	<b>\$ 11,200</b>
<b>3</b>	<b>Data Gathering</b>	<b>\$ 174,972</b>
	A. <i>Surveying</i>	\$ 38,082
	B. <i>Pipeline Inspection</i>	\$ 5,224
	C. <i>Waters of the State Jurisdictional Determination</i>	\$ 3,152
	D. <i>Subsurface Utility Engineering</i>	\$ 78,119
	E. <i>Geotechnical Investigation</i>	\$ 21,199
	F. <i>HUD Environmental Assessment Determination</i>	\$ 29,196
<b>4</b>	<b>Permitting</b>	<b>\$ 74,073</b>
<b>5</b>	<b>Design</b>	<b>\$ 304,020</b>
	A. <i>Hydrologic and Hydraulic Analysis</i>	\$ 29,170
	B. <i>Construction Drawings and Technical Specifications</i>	\$ 260,285
	C. <i>Design Field Review Meetings</i>	\$ 14,565
<b>6</b>	<b>Bidding</b>	<b>\$ 11,245</b>
<b>7</b>	<b>Construction Engineering and Inspection</b>	<b>\$ 369,575</b>
	A. <i>Construction Management</i>	\$ 81,559.94
	B. <i>Engineering Field Support Services and Inspections</i>	\$ 211,152.06
	C. <i>Materials Testing</i>	\$ 76,863.28
<b>Total =</b>		<b>\$ 1,054,380</b>

**Task 1: Pre-Construction Project Planning and Support**

Sub-Consultants	Eng VI	Eng IV	Staff Eng II	Sub Total Labor
Project Management Plan	3	22	0	\$ 4,895.00
Design Budget and Schedule Control	44	73	0	\$ 25,605.00
QA/QC Plan	3	22	0	\$ 4,895.00
Project Kick-Off Meeting (in Person)	4	4	10	\$ 2,990.00
Risk Management	7	14	0	\$ 4,515.00
Preparation and Attendance of Monthly Progress Meetings (12)	18	18	12	\$ 9,660.00
Overall Project Management	33	255	0	\$ 56,250.00
Labor Hours by Personnel	112	408	22	
Labor Rate \$	275.00	\$ 185.00	\$ 115.00	
Total Labor \$	108,810.00			
<b>Expenses</b>				
Plotting/Printing \$	240.00			
Mileage \$	187.50			
Per Diem/Meals \$	57.50			
Permit Fees \$				
Total Expenses \$	485.00			
<b>Sub-Consultants</b>				
Total Subs \$				
<b>TOTAL = \$</b>	<b>109,295</b>			

**Task 2: Public Outreach**

	Eng VI	Eng IV	Staff Eng II	Sub Total Labor
Preparation for Public Meetings	0	6	12	\$ 2,490.00
Public Meetings (2)	4.5	9	18	\$ 4,972.50
<b>Labor Hours by Personnel</b>	<b>4.5</b>	<b>15</b>	<b>30</b>	
Labor Rate \$	275.00	\$ 185.00	\$ 115.00	
Total Labor \$	7,462.50			
<b>Expenses</b>				
Plotting/Printing \$	555.00			
Mileage \$	250.00			
Per Diem/Meals \$	57.50			
Permit Fees \$	-			
Total Expenses \$	862.50			
<b>Sub-Consultants</b>				
LCC \$	2,875.00			
Total Subs \$	2,875.00			
<b>TOTAL = \$</b>	<b>11,200</b>			

**Task 3: Data Gathering**

	Eng V	Eng IV	Eng III	Staff Eng II	Surveyor I	Designer I	Crew Chief II	Technician I	Sub Total Labor
<b>Labor</b>									
Survey - Preparation for Field Survey/Field Work	2	0	0	5	9	0	5	0	\$ 2,665.00
Survey - Travel/Field Work	0	0	0	30	0	0	88	88	\$ 17,266.00
Survey - Post Processing and Existing Conditions Drawings	0	0	0	0	59	59	0	0	\$ 12,567.00
Survey - QA/QC	3	1	0	6	14	0	0	0	\$ 3,360.00
CCTV - Review Results and Provide Recommendation	0	4	0	14	0	0	0	0	\$ 2,350.00
HUD EA	15	0	70	0	0	0	0	0	\$ 13,475.00
Labor Hours by Personnel	20	5	70	55	82	59	93	88	
Labor Rate \$	245.00	185.00	140.00	115.00	125.00	88.00	95.00	62.00	
Total Labor \$	51,683.00								
<b>Expenses</b>									
Plotting/Printing \$									
Mileage \$									
Per Diem/Meals \$									
Permit Fees \$									
Total Expenses \$	2,492.16								
<b>Sub-Consultants</b>									
CCTV - Pascon \$	2,874.00								
JD - Brignman \$	3,152.00								
Geotechnical - ESP \$	21,199.00								
SUE - ESP \$	78,119.00								
HUD EA - Bland & Associates \$	15,452.84								
Total Subs \$	120,796.84								
<b>TOTAL \$</b>	<b>174,972</b>								



**Task 4: Permitting**

	Eng IV	Eng II	Staff Eng II	Sub Total Labor
<b>Labor</b>				
SCDHEC - MSA/NOI	3	0	30	\$ 4,005.00
SCDOT Encroachment Permit	5	15	59	\$ 9,810.00
USACE 404/401 Permit - Drawings	3	0	30	\$ 4,005.00
CSX Encroachment Permit	20	30	120	\$ 21,700.00
Floodplain Coordination	3	0	6	\$ 1,245.00
Utility Encroachment Permits (Gas, Telecom., w/ww)	11	37	0	\$ 7,215.00
Meetings - Virtual (5)	5	5	5	\$ 2,200.00
Meetings - In Person (5)	27	0	27	\$ 8,100.00
<b>Labor Hours by Personnel</b>	<b>77</b>	<b>87</b>	<b>277</b>	
Labor Rate \$	185.00	\$ 140.00	\$ 115.00	
Total Labor \$	58,280.00			
<b>Expenses</b>				
Plotting/Printing \$	520.50			
Mileage \$	750.00			
Per Diem/Meals \$	287.50			
Permit Fees \$	12,150.00			
Total Expenses \$	13,708.00			
<b>Sub-Consultants</b>				
404/401 Permit - Brigman \$	2,084.50			
Total Subs \$	2,084.50			
<b>TOTAL \$</b>	<b>74,073</b>			



**Task 6: Bidding Services**

	Eng VI	Eng IV	Sub Total Labor
<b>Labor</b>			
Bid Letting Coordination	0	4.5	\$ 832.50
Pre-Bid Conference (In Person)	2	8	\$ 2,090.00
Issue Addenda	0	10	\$ 1,850.00
Bid Opening (In Person)	2	8	\$ 2,030.00
Review and Evaluate Bids	3	12	\$ 3,045.00
Bid Tabulation	1	2	\$ 645.00
<b>Labor Hours by Personnel</b>	<b>8</b>	<b>44.5</b>	
Labor Rate \$	275.00	\$ 185.00	
Total Labor \$	10,432.50		
<b>Expenses</b>			
Plotting/Printing \$	305.00		
Mileage \$	450.00		
Per Diem/Meals \$	57.50		
Permit Fees \$	-		
Total Expenses \$	812.50		
<b>Sub-Consultants</b>			
Total Subs \$	-		
<b>TOTAL \$</b>	<b>11,245</b>		

**Task 7: Construction Phase Services**

	RCM III/Eng IV	Staff Eng II	Inspector III	Sub Total Labor
<b>Labor</b>				
Construction Management	400	0	0	\$ 74,000.00
Engineering Field Support Services and Inspections	0	167	1379	\$ 191,580.00
Labor Hours by Personnel	400	167	1379	
Labor Rate \$	185.00	\$ 115.00	\$ 125.00	
Total Labor \$	265,580.00			
<b>Expenses</b>				
Plotting/Printing \$	1,452.00			
Mileage \$	11,612.00			
Per Diem/Meals \$	7,258.00			
Supplies \$	6,810.00			
Total Expenses \$	27,132.00			
<b>Sub-Consultants</b>				
Material Testing \$	76,863.28			
Total Subs \$	76,863.28			
<b>TOTAL \$</b>	<b>369,575</b>			
<b>Project Total \$</b>	<b>1,054,380</b>			
<b>Notes:</b>				
1. Overhead Rate = 18.4%				
2. Profit = 10%				