

**SE-235**  
**PROFESSIONAL INCIDENTAL SERVICES CONTRACT**

**AGENCY:** SC Office of Resilience

**PROJECT NAME:** Williamsburg County Comprehensive Plan

**PROJECT NUMBER:** D30-N043-PG

**A/E NAME:** Goodwyn, Mills & Cawood, Inc. (GMC)

**ADDRESS:** 801 Broad Street - Suite 900

Augusta, GA 30901

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:
    - Attachment A- Scope of Work
    - Attachment B- Fees & Schedule
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 General Staff & General Counsel

**ADDRESS:** 632 Rosewood Drive, Columbia SC, 29201

**TELEPHONE:** 803-822-9580

**FAX:** 803-771-2887

**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:** Rhonda Davis, PE

**TITLE:** Vice President, Transportation

**ADDRESS:** 801 Broad Street - Suite 900, 706-303-3272 Augusta, GA 30901

**TELEPHONE:** 706-303-3272

**FAX:** N/A

**EMAIL:** rhonda.davis@gmcnetwork.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 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), and its officers, agents, and employees.

**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 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.
6. 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. 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 any 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 a 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. 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.

**I. 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.

**J. TERMINATION OR SUSPENSION**

1. Agency Right of Suspension:
  - a. The Agency may, at any time, suspend the Work, in whole or in part, by written notice to the A/E 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, by written notice from the Agency, 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, in electronic format, completed or in progress on the date of termination. The Agency shall not alter or revise the documents without written approval from the A/E.
5. In the event of termination for cause, the A/E shall promptly provide Agency with all documents, in electronic format, completed or in progress on the date of termination. The Agency shall be responsible for any alteration or revision to the documents.

**K. 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.

**L. 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:

\$ 146,080.00

**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:

\$ TBD

**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:

\$ Included

- 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/travel-forms-and-mileage-rate>]. 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)

**A/E:**

**BY:**

  
(Signature of Representative)

**PRINT NAME:** Benjamin I. Duncan, II

**PRINT NAME:** Rhonda Davis, PE

**PRINT TITLE:** Chief Resilience Officer

**PRINT TITLE:** Vice President, Transportation

**DATE:**

10/29/2024

**DATE:**

10.1.2024



HENRY D. MCMASTER, *Governor*  
BENJAMIN I. DUNCAN II, *Chief Resilience Officer*

## **ATTACHMENT A**

### **Scope of Work**

for

### **Williamsburg County Comprehensive Plan**

State Project # D30-NO43-PG

#### **PROJECT UNDERSTANDING**

This scope of services is based on the scope of work and deliverables outlined in the Request for Qualifications (RFQ) and includes modifications discussed during the virtual scoping meetings that occurred on July 17<sup>th</sup>, 2024 and August 12<sup>th</sup>, 2024. The South Carolina Office of Resilience (SCOR) wishes to complete a Comprehensive Plan for Williamsburg County, SC within 270 days of receiving notice to proceed. The plan is funded by a US Housing and Urban Development (HUD) Community Development Block Grant-Mitigation (CDBG- MIT) grant and is intended produce a Comprehensive Plan that meets or exceeds the specifications outlined and required by SC Code 6-29-510. This will include a full comprehensive plan outlining the specifics of the recommended projects, programs and policies and a timeline for implementation as well as the incorporation of resilience into each and across all the plan's elements.

#### **SCOPE OF SERVICES**

Goodwyn, Mills, and Cawood, Inc (A/E) will provide the services as set forth below:

#### **TASK 1: PROJECT ADMINISTRATION, MEETINGS & DATA GATHERING**

- A. This task includes:
  - a. Providing SCOR with weekly progress updates via email
  - b. Virtual monthly progress review meetings with SCOR and a representative from Williamsburg County
- B. This task includes public outreach, public meetings, and stakeholder coordination:
  - a. Conduct a workshop with Williamsburg County officials to identify known areas of flooding or stormwater concerns. The firm will coordinate the meeting with municipal officials and staff. SCOR personnel will attend the workshop. The firm will lead the meeting.
  - b. Conduct at least 2 public meetings to allow the County's citizens to provide input on each stage of the planning process as outlined in SC Code 6-29-510, including:
    - i. input on existing conditions, community needs and goals, and input on proposed implementation strategies and timeframes;
    - ii. The firm will coordinate the meetings with municipal officials and staff. SCOR personnel will attend the public meetings. The firm will lead the public meetings.



HENRY D. MCMASTER, *Governor*  
BENJAMIN I. DUNCAN II, *Chief Resilience Officer*

- C. This requirement must be completed within 240 days of contract award. Monthly invoicing is permitted for this task up to 40% of the overall contract.

#### **TASK 2: TEN ELEMENTS - ANALYSIS & EXISTING CONDITIONS**

- A. Conduct an analysis of the following for each of the ten required plan elements:
  - a. Conduct and document an inventory of existing conditions;
  - b. Provide a statement of needs and goals;
  - c. Develop and support with evidence, implementation strategies with specific time frames addressing identified needs and goals;
  - d. Include in each element, considerations of potential conflicts or integration with other plans and policies internal to the county, or with adjacent or regional jurisdictions including but not limited to the Statewide Resilience Plan, state and local hazard mitigation plans, economic development plans, capital improvement plans, and transportation plans.
- B. This requirement must be completed within 180 days of contract award. Only after this action is accepted can the firm submit an invoice for an additional 20% of the overall contract for a running total of 60%.

#### **TASK 3: TEN ELEMENTS DOCUMENTS – DELIVERABLES & BRIEFING**

- A. Produce a document for each of the 10 required plan Elements: The plan must include the following elements as outlined in statute:
  - a. Population,
  - b. Natural Resources,
  - c. Resiliency,
  - d. Land Use,
  - e. Economic Development,
  - f. Cultural Resources,
  - g. Community Facilities,
  - h. Housing,
  - i. Transportation, and
  - j. Priority Investment.
- B. A report (including a compilation of the documents) and formal briefing related to the analysis of each of the ten elements will be provided to the South Carolina Office of Resilience and a representative of Williamsburg County.
- C. This requirement must be completed within 210 days of contract award. Only after this action is accepted can the firm submit an invoice for an additional 30% of the overall contract for a running total of 90%.





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**BENJAMIN I. DUNCAN II**, *Chief Resilience Officer*

**TASK 4: ENVIRONMENTAL CHANGE & NATURAL HAZARDS – COMPREHENSIVE ASSESSMENT**

- A. Conduct a comprehensive assessment of the impact of environmental change and natural hazards on all the above elements as outlined in SC Code 6-29-510.
  - a. While being included in each element, provide an overview in the resilience element on how resilience was considered in the development of each individual element.
- B. This requirement must be completed within 240 days of contract award. Only after this action is accepted can the firm submit an invoice for an additional 5% of the overall contract for a running total of 95%.

**TASK 5: FINAL DELIVERABLE & BRIEFING**

- A. Conduct the final deliverable and all-encompassing briefing within 270 days of contract award. The final written comprehensive plan and in-person briefing must include:
  - a. A review of the planning parameters associated with this specific assessment and its direct tie to CDBG-MIT funding for mitigation and resilience.
  - b. Coordination with adjacent and relevant jurisdictions and agencies. At a minimum this should include jurisdictions within the county, surrounding communities and jurisdictions as well as those communities upstream and downstream of the County's watersheds.
  - c. A comprehensive listing of all recommendations considered within the plan, to include public comment from Williamsburg County citizens, as well as a thorough review and definition of each screening criteria used to arrive at the recommended programs, policies, and projects.
  - d. A prioritized list of recommendations and their specified budget estimations and implementation strategies.
  - e. A qualitative and quantitative impact statement upon a Low-to-Moderate Income population
  - f. A holistic risk assessment of each distinct proposed project.
  - g. An analysis of each prioritized project and the benefit it provides for Low-to-Moderate Income citizens in Williamsburg County concerning future flood events.
- B. Only after this action is accepted can the firm submit an invoice for the remainder of the contract.



HENRY D. MCMASTER, Governor  
BENJAMIN I. DUNCAN II, Chief Resilience Officer

**ATTACHMENT B**

**Fees & Schedule  
for  
Williamsburg County Comprehensive Plan  
State Project # D30-N043-PG**

**ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope, shall be submitted to and approved by SCOR prior to any billing for Additional Services. Rates and payment schedule shall be mutually agreed upon by the parties prior to the time of the service. Additional Services we can provide include, but are not limited to, the following:


- Grant applications
- FEMA map updates or permitting
- Water quality modeling
- NPDES Phase II permitting assistance
- Additional concept design beyond identified in this scope
- Final design
- Utility locations and/or Subsurface Utility Exploration

**SCHEDULE, FEES, AND EXPENSES**

GMC, Inc. will perform the services in Task/Milestone 1-5 for the total lump sum labor fee of \$146,080.00.

Lump sum fees will be invoices based on milestone delivery. Payment will be due within 25 days of receipt of the invoice and should include the invoice number and GMC, Inc. project number.

<b>Task/Milestone</b>	<b>Days from NTP</b>	<b>Billing %</b>	<b>Billing Amount</b>
1. Project Administration, Meetings, & Data Gathering	240	40%	\$55,200.00
2. Ten Elements – Analysis & Existing Conditions	180	20%	\$32,320.00
3. Ten Elements Documents – Deliverable & Briefing	210	30%	\$39,600.00
4. Environmental Change & Natural Hazards – Comprehensive Assessment	240	5%	\$9,700.00
5. Final Deliverable & Briefing	270	5%	\$9,200.00

Signed:   
**(Rhonda Davis, PE)**, Vice President, Transportation  
Goodwyn, Mills, Cawood, Inc.

Date: 10-1-2024