

SE-260

AMENDMENT NO.: 2

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

AGENCY: SC Office of Resilience

PROJECT NAME: Lake City - Highway 52 Phase 2 Stormwater Improvements

PROJECT NUMBER: D30-N006-SG

NAME OF FIRM: AECOM - Columbia

CONTRACT DATE: 3/15/2022

This Contract is changed as follows: *(Insert description of change in space provided below.)*

Deducts \$20,000 from Fee for Task: Field Work & Data Collection PS 2; but does not remove Task from scope of services.

ADJUSTMENTS IN THE CONTRACT SUM:

1. BASIC & SUPPLEMENTAL SERVICES FEE:

Contract Fee Prior to This Amendment		\$267,927.00
Change in Fee Per This Amendment	(\$20,000.00)	
Total Revised Basic & Supplemental Services Fee:		\$ 247,927.00

2. ADDITIONAL SERVICES FEE:

Contract Fee Prior to This Amendment		
Change in Fee Per This Amendment		
Total Revised Additional Services Fee:		\$ 0.00

3. REIMBURSABLE EXPENSES:

Contract Amount Prior to This Amendment		
Change in Amount Per This Amendment		
Total Revised Reimbursable Expenses:		\$ 0.00

4. TOTAL CONTRACT AMOUNT:

Total Contract Prior to This Amendment		\$267,927.00
Total Amendment Amount	(\$20,000.00)	
Total Revised Contract Amount:		\$ 247,927.00

AGENCY ACCEPTANCE AND CERTIFICATION:

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

BY: Eric G. Fosmire
(Signature of Agency Representative)

DATE: 29 June 2026

PRINT NAME: Eric G. Fosmire

TITLE: Chief of Staff & General Counsel

Change is within Agency Architect/Engineer Contract Amendment Certification of: \$ 0.00 Yes No

APPROVED BY: _____
(OSE Project Manager)

DATE: _____

SUBMIT THE FOLLOWING TO OSE

- SE-260, completed and signed by the Agency.
- SE-260, Page 2, completed and signed by the A/E, with back-up information to support request.



South Carolina Office of Resilience

Mitigation – Infrastructure

Project Summary			
Project Name:	Lake City Highway 52 Phase 2	Project ID#:	IP-20-2102-01
Funding Source:	CDBG-MIT	County:	Florence
Project Status:	Project Closeout	Current Award Amount:	\$2,933,089.80
Available Project Contingency: \$0			
Type of Review:	<input checked="" type="checkbox"/> Staff Review	<input type="checkbox"/> MSCP Review	<input type="checkbox"/> Emergency Approved

Change Order Request Summary			
Nature of C.O. Request:	Other: See Change Order Details		
C.O. Submitted By:	Ryan Adair, AECOM		
Original Contract Amount:	\$205,000.00	Current Contract Amount:	\$267,927.00
Previously Approved CO Amounts:	1 CO for a total of \$62,927.00		
C.O. Requested Additional Amount:	-\$20,000	Total Proposed Contract Amount:	\$247,927.00

Change Order Details
<p><i>This is AECOM's 2nd change order and the 13th change order for the Lake City project.</i></p> <p>AECOM relied on a 2017 survey of the project area for Lake City. After that survey and 5 years prior to the Lake City project, a road was constructed and not factored into the project specifications provided to the contractor. AECOM billed a total of \$20,000 between three invoices for survey work that was never performed within the timeframe of the contract between SCOR and AECOM. SCOR does not believe reliance on a 2017 survey is within the "Actual Performance" pursuant to SE-240, Section M (Compensation).</p> <p>After deliberation and documentation with AECOM, SCOR requested on January 8, 2026 that \$20,000 of current invoices be offset to match the amount charged for survey services. SCOR allowed AECOM to respond with documentation to the request by January 16, 2026. AECOM responded on January 15, 2026 in an email. In their response, AECOM disagreed with the stance that the survey work was never performed, but still agreed to offset \$20,000. SCOR accepted the \$20,000 credit in a February 18, 2026 email and requested AECOM prepare the information needed for this change order.</p> <p><i>There are pending invoices from AECOM for this project. The credited funds will be used to reduce the amount for the remaining invoices and SCOR will pay the difference of any remaining balance.</i></p>

Recommendation
<i>Recommend approval of the proposed change in scope & credit as written.</i>

Pam Kendrick 6/24/2026
 Pam Kendrick Date
 Infrastructure Program Manager

Phleisha E. Lewis 6-25-2026
 Phleisha Lewis Date
 Mitigation Director

**AMENDMENT REQUEST SUMMARY –
PROFESSIONAL SERVICES CONTRACT**

AGENCY: South Carolina Office of Resilience

PROJECT NAME: Lake City - Hwy 52 Infrastructure Project (Phase 2)

PROJECT NUMBER: D30-N006-MJ - IP20-2102-01

NAME OF FIRM: AECOM Technical Services, Inc.

This Contract is requested to be changed as follows: *(Insert description of change in space provided below.)*
This Change Order deducts \$20,000 from Fee for Task: Field Work & Data Collection PS 2; but does not remove Task from scope of services. This Change Order constitutes full and final settlement of all claims relating to the services and invoices, including concerns/allegations relating thereto, that are the subject of SCOR's 9/3/2025 letter re SCOR MSCP Decision and Expenditure Discussion for Lake City - HWY 52 Infrastructure Project Headwall; and 1/8/2026 payment offset notice.

ADJUSTMENTS IN THE CONTRACT SUM:

1. REQUESTED CHANGE TO BASIC & SUPPLEMENTAL SERVICES FEE:		
	Change in Fee Per This Amendment	(\$20,000.00)
2. REQUESTED CHANGE TO ADDITIONAL SERVICES FEE:		
	Change in Fee Per This Amendment	\$0.00
3. REQUESTED CHANGE TO REIMBURSABLE EXPENSES:		
	Change in Amount Per This Amendment	\$0.00
4. REQUESTED CHANGE TO TOTAL CONTRACT AMOUNT:		
	Total Amendment Amount:	\$ -20,000.00

A/E ACCEPTANCE:

BY: _____ **Date:** May 4, 2026

(Signature of A/E Representative)

Print Name of A/E Representative: John W. Weldon, III, P.E.

Instruction to A/E: Attach documentation as needed to justify the requested change to the contract and submit to Agency.



FW: [External] RE: LAKE CITY – Hwy 52 Infrastructure Improvement Project - 1/8/2026 Notice of Payment Offset

From Kendrick, Pamela <Pamela.Kendrick@scor.sc.gov>
Date Tue 3/3/2026 11:53 AM
To Azarias, Amy <Amy.Azarias@scor.sc.gov>
Cc Hirt, Scott <Scott.Hirt@scor.sc.gov>

FYSA – see below for Aecom lake city contract update.



Pam Kendrick
Infrastructure Program Manager
South Carolina Office of Resilience
632 Rosewood Drive, Columbia, SC 29201
(803) 354-3281
[\[scor.sc.gov\]scor.sc.gov](mailto:[scor.sc.gov]scor.sc.gov)



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From: Lewis, Phleisha <Phleisha.Lewis@scor.sc.gov>
Sent: Tuesday, March 3, 2026 11:47 AM
To: Kendrick, Pamela <Pamela.Kendrick@scor.sc.gov>
Subject: FW: [External] RE: LAKE CITY – Hwy 52 Infrastructure Improvement Project - 1/8/2026 Notice of Payment Offset

From: Adair, Ryan <ryan.adair@aecom.com>
Sent: Wednesday, February 18, 2026 5:41 PM
To: Blaikie, Christopher <Chris.Blaikie@scor.sc.gov>
Cc: Hightower, Bea <Bea.Hightower@scor.sc.gov>
Subject: [External] RE: LAKE CITY – Hwy 52 Infrastructure Improvement Project - 1/8/2026 Notice of Payment Offset

Dear Mr. Blaikie:

Thank you for your response. We appreciate the South Carolina Office of Resilience accepting our offer. I will proceed with preparing and submitting for your review and approval a draft deductive change order to credit / reduce our contract value by \$20,000.

Sincerely,

Ryan P. Adair

Senior Counsel, Legal, US East Region
M +1 (609) 954-5875
ryan.adair@aecom.com

AECOM

aecom.com

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From: Blaikie, Christopher <Chris.Blaikie@scor.sc.gov>

Sent: Wednesday, February 18, 2026 4:16 PM

To: Adair, Ryan <ryan.adair@aecom.com>

Cc: Hightower, Bea <Bea.Hightower@scor.sc.gov>

Subject: RE: LAKE CITY – Hwy 52 Infrastructure Improvement Project - 1/8/2026 Notice of Payment Offset

Dear Mr. Adair,

Thank you for your email sent to Sara Stevens Hill, dated January 15th, 2026. We appreciate AECOM's commitment to the South Carolina Office of Resilience. On behalf of SCOR please allow this email to act as an acceptance of your offer to credit / reduce our contract value by the \$20,000. Please proceed with preparing a draft deductive change order.

All the best,
Chris Blaikie



Chris Blaikie

Attorney

South Carolina Office of Resilience

632 Rosewood Drive, Columbia, SC 29201

(803)-603-4328

scor.sc.gov



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From: Adair, Ryan <ryan.adair@aecom.com>

Sent: Thursday, January 15, 2026 9:03 PM

To: Hill, Sara Stevens <sara.s.hill@scor.sc.gov>

Subject: [External] LAKE CITY – Hwy 52 Infrastructure Improvement Project - 1/8/2026 Notice of Payment Offset

Dear Ms. Hill:

We received your attached January 8, 2026 letter regarding the LAKE CITY – Hwy 52 Infrastructure Improvement Project which gives Notice of Payment Offset in the amount of \$20,000 for survey services previously paid on the basis that AECOM's performance of those services could not be substantiated or were not performed in accordance with the standard of care. Your letter requests response by January 16, 2026. We appreciate your detailed letter and the opportunity to respond. I was hoping to connect by phone (I tried your office but understand you were tied up in a meeting). I respectfully submit this email

in response to the January 8 letter. Although we firmly disagree that these services were not performed, we highly value our strong relationship with the South Carolina Office of Resilience and in the interest of the project, we would be pleased to credit the \$20,000 to South Carolina Office of Resilience by deductive change order to reduce our contract value in that amount (with inclusion of a mutually agreeable settlement / release clause). Please note, this email communication is a confidential and privileged settlement offer under Rule 408 of the South Carolina Rules of Evidence.

As stated above, we disagree with the offset and the stated bases therefor that the scope of services were either not performed or not performed per the standard of care. AECOM's records are replete with field survey notes and various other supporting backup documentation evidencing that we indeed performed the survey services for Phase II that are outlined in our Phase II contract, including, topographic elevation survey data, locating of property boundaries, identification of utility conflicts, easement issues, locating existing stormwater structures, all as outlined in the revised Scope of Work dated February 25, 2022 under Task 1 – Field Work and Data Collection. It appears there is some confusion regarding a key fact that may be the cause of SC Office of Resilience's concerns, as upon our review of the January 16 letter, we found SC Office of Resilience's position that the services were not performed in accordance with the contract requirements to be misplaced, relying on factually inaccurate information repeatedly stated in the letter as the basis for SC Resilience's position. We are hopeful and indeed quite confident that the following clarifications will fully resolve SC Office of Resilience's concerns. The January 16 letter repeatedly states that AECOM improperly relied upon outdated survey data performed in 2015 and updated in 2017 instead of performing the contracted for survey services. These statements are false. SC Office of Resilience had previously contracted with AECOM to perform survey services for a portion the Project, those Phase I survey services were performed in 2015 by AECOM, and while AECOM relied upon the 2015 survey data for Phase I of the Project, doing so was entirely appropriate and necessary, as AECOM's current contract scope of survey services at issue is for Phase II of the Project, which AECOM performed. Also, AECOM did not perform any survey update in 2017. There was a gap in time between Phase I and Phase II of the Project, during which, in 2017, a road construction project was performed that included improvements to an existing dirt road, named Burnside Street, these improvements included asphalt paving and widening of the road. This road construction project was a separate and unrelated project, with which AECOM was not involved. I understand the road's widened asphalt shoulders as constructed were located in conflict with the design location of a retaining wall / bulkhead that is part of the stormwater structure improvements designed by AECOM for this project. I further understand that this resulted in additional costs to the Project, which is certainly unfortunate. Please understand that the scope and agreed contract value for AECOM's phase II survey services did not include (and it was be prohibitively expensive and impractical to perform) surveying of every square inch of entire the project site, and further extenuating circumstances include the timing of the construction of the road improvement project occurring during the gap in time between the Phase I and Phase II of this Project, the road construction project being separate and unrelated to the subject stormwater improvement project, with which AECOM was not involved. I understand the Contractor disregarded its responsibility to visit the site and verify field conditions before ordering the fabrication of the stormwater bulkhead structure, and consequently, failed to discover that Burnside Street was no longer a dirt road and that the new asphalt pavement and road widening improvements as constructed was in conflict with the design location for installing the stormwater structure bulkhead.

Although AECOM's services were performed in accordance with the standard of care, and the additional construction costs here appear clearly to be directly and proximately caused by the contractor's breach of its contractual obligation to visit the site and field verify conditions and provide notice of any conflicts or site conditions, notwithstanding, we feel a strong commitment to SC Office of Resilience and the success of this very important project, and are hopeful that our offer to credit / reduce our contract value by the \$20,000 is helpful in addressing this additional project cost.

To further convey our dedication to this project's success, I offer the following information of which you may likely be unaware and which may aid in assuaging any remaining concerns. AECOM's Phase II contract expressly excludes property or right-of-way acquisition, boundary surveying or the preparation of plats and easements, or permitting / review fees. However, despite expressly excluding these services (and the contract amount including no compensation for the performance of these excluded services) AECOM performed all of these excluded services at no cost to SC Office of Resilience, at considerable additional time and expense to AECOM, including, performance of additional services outside of normal business hours and travel. The project required acquisition of right of way / easements from a public school and several residential property owners for which AECOM performed additional services, including, the preparation and giving of a presentation to the public school authority at its public meeting to obtain agreement from the public school to grant the easement. The public meeting where AECOM

presented was held in the evening during non-business hours, and at a remote location requiring offsite travel. AECOM's efforts were successful in the Project obtaining the required easements from the school and the residential property owners.

In addition, after several local residents raised concerns regarding impacts of the construction operations required to build the Project, in order to resolve these concerns, AECOM performed additional public engagement services over and above those included in the Phase II Contract scope of work, including, attendance and engagement with the concerned members of the public at a town hall meeting held outside normal business hours on a Saturday, and after giving consideration to the particular concerns raised, AECOM developed and implemented design changes to the Project design to address these concerns.

AECOM has not requested any additional compensation for the additional surveying and acquisition services performed to obtain the easements needed from the public school and residential property owners, or the additional public engagement and design services performed to address impacts from construction operations raised by concerned members of the public.

We hope the above clarifications regarding the timing of performance of the respective scopes of survey services under AECOM's separate Phase I and Phase II contracts, and the multiple instances of AECOM having performance considerable additional services at no additional cost to SC Office of Resilience, fully address and resolve to SC Office of Resilience's satisfaction the concerns raised regarding the performance of the Phase II contracted services, and convey AECOM's dedication to the success of the Project. We value highly our relationship with SC Office of Resilience and the opportunity to work on important projects like this project. We dispute any allegation that we did not perform the Phase II contracted scope of survey services or that we did not perform such services in accordance with the standard of care. However, in the interest of the project and our relationship with SC Office of Resilience, we are pleased to extend an offer to settle the dispute for \$16,000, to be memorialized by deductive change order with appropriate and mutually agreeable settlement / release clause to fully resolve the matter.

Please let me know if the proposed settlement offer is agreeable to SC Office of Resilience. I would be pleased to prepare a draft deductive change order for your review. I am available to discuss any questions or concerns at your convenience and can be reached at the number listed in my signature below. We appreciate your time and consideration as to this matter and look forward to your response; otherwise, we remain....

Very truly yours,

Ryan P. Adair

Senior Counsel, Legal, US East Region
M +1 (609) 954-5875
ryan.adair@aecom.com

AECOM

aecom.com

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Sara Stevens Hill

Lead Attorney

South Carolina Office of Resilience

632 Rosewood Drive, Columbia, SC 29201

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[scor.sc.gov]scor.sc.gov



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From: Adair, Ryan <ryan.adair@aecom.com>

Sent: Monday, January 19, 2026 3:00 PM

To: Hill, Sara Stevens <sara.s.hill@scor.sc.gov>

Subject: [External] FW: LAKE CITY – Hwy 52 Infrastructure Improvement Project - 1/8/2026 Notice of Payment Offset

Dear Ms. Hill:

In follow up to my January 15, 2026 email, there were certain errors in my January 15 email that have corrected in the revised version set forth below, with changes made in **bold red font** for ease of reference. I apologize for any confusion. These corrections may also provide greater clarity as to the prior 2015 survey work, which was performed for Phase I of this same Project, but under contract with the City of Lake City. That contract expressly contemplated this Project may be procured in a phased manner. Please let me know if you have any questions or concerns. I look forward to your response.

1/19/2026 Revised Response

We received your attached January 8, 2026 letter regarding the LAKE CITY – Hwy 52 Infrastructure Improvement Project which gives Notice of Payment Offset in the amount of \$20,000 for survey services previously paid on the basis that AECOM's performance of those services could not be substantiated or were not performed in accordance with the standard of care. Your letter requests response by January 16, 2026. We appreciate your detailed letter and the opportunity to respond. I was hoping to connect by phone (I tried your office but understand you were tied up in a meeting). I respectfully submit this email in response to the January 8 letter. Although we firmly disagree that these services were not performed, we highly value our strong relationship with the South Carolina Office of Resilience and in the interest of the project, we would be pleased to credit the \$20,000 to South Carolina Office of Resilience by deductive change order to reduce our contract value in that amount (with inclusion of a mutually agreeable settlement / release clause). Please note, this email communication is a confidential and privileged settlement offer under Rule 408 of the South Carolina Rules of Evidence.

As stated above, we disagree with the offset and the stated bases therefor that the scope of services were either not performed or not performed per the standard of care. AECOM's records are replete with field survey notes and various other supporting backup documentation evidencing that we indeed performed the survey services for Phase II that are outlined in our Phase II contract, including, topographic elevation survey data, locating of property boundaries, identification of utility conflicts, easement issues, locating existing stormwater structures, all as outlined in the revised Scope of Work dated February 25, 2022 under Task 1 – Field Work and Data Collection. It appears there is some

confusion regarding a key fact that may be the cause of SC Office of Resilience's concerns, as upon our review of the January 46 8 letter, we found SC Office of Resilience's position that the services were not performed in accordance with the contract requirements to be misplaced, relying on factually inaccurate information repeatedly stated in the letter as the basis for SC Resilience's position. We are hopeful and indeed quite confident that the following clarifications will fully resolve SC Office of Resilience's concerns. The January 46 8 letter repeatedly states that AECOM improperly relied upon outdated survey data performed in 2015 and updated in 2017 instead of performing the contracted for survey services. These statements are false. ~~SC Office of Resilience~~ **The City of Lake City** had previously contracted with AECOM to perform survey services for a portion the Project, those Phase I survey services were performed in 2015 by AECOM, and while AECOM relied upon the 2015 survey data for Phase I of the Project, doing so was entirely appropriate and necessary, as AECOM's current contract scope of survey services at issue **included in AECOM's contract with SC Office of Resilience**, is for Phase II of the Project, which AECOM performed. Also, AECOM did not perform any survey update in 2017. There was a gap in time between Phase I and Phase II of the Project, during which, in 2017, a road construction project was performed that included improvements to an existing dirt road, named Burnside Street, these improvements included asphalt paving and widening of the road. This road construction project was a separate and unrelated project, with which AECOM was not involved. I understand the road's widened asphalt shoulders as constructed were located in conflict with the design location of a retaining wall / bulkhead that is part of the stormwater structure improvements designed by AECOM for this project. I further understand that this resulted in additional costs to the Project, which is certainly unfortunate. Please understand that the scope and agreed contract value for AECOM's phase II survey services did not include (and it was be prohibitively expensive and impractical to perform) surveying of every square inch of entire the project site, and further extenuating circumstances include the timing of the construction of the road improvement project occurring during the gap in time between the Phase I and Phase II of this Project, the road construction project being separate and unrelated to the subject stormwater improvement project, with which AECOM was not involved. I understand the Contractor disregarded its responsibility to visit the site and verify field conditions before ordering the fabrication of the stormwater bulkhead structure, and consequently, failed to discover that Burnside Street was no longer a dirt road and that the new asphalt pavement and road widening improvements as constructed was in conflict with the design location for installing the stormwater structure bulkhead.

Although AECOM's services were performed in accordance with the standard of care, and the additional construction costs here appear clearly to be directly and proximately caused by the contractor's breach of its contractual obligation to visit the site and field verify conditions and provide notice of any conflicts or site conditions, notwithstanding, we feel a strong commitment to SC Office of Resilience and the success of this very important project, and are hopeful that our offer to credit / reduce our contract value by the \$20,000 is helpful in addressing this additional project cost.

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engagement services over and above those included in the Phase II Contract scope of work, including, attendance and engagement with the concerned members of the public at a town hall meeting held outside normal business hours on a Saturday, and after giving consideration to the particular concerns raised, AECOM developed and implemented design changes to the Project design to address these concerns.

AECOM has not requested any additional compensation for the additional surveying and acquisition services performed to obtain the easements needed from the public school and residential property owners, or the additional public engagement and design services performed to address impacts from construction operations raised by concerned members of the public.

We hope the above clarifications regarding the timing of performance of the respective scopes of survey services under AECOM's separate Phase I and Phase II contracts, and the multiple instances of AECOM having performance considerable additional services at no additional cost to SC Office of Resilience, fully address and resolve to SC Office of Resilience's satisfaction the concerns raised regarding the performance of the Phase II contracted services, and convey AECOM's dedication to the success of the Project. We value highly our relationship with SC Office of Resilience and the opportunity to work on important projects like this project. We dispute any allegation that we did not perform the Phase II contracted scope of survey services or that we did not perform such services in accordance with the standard of care. However, in the interest of the project and our relationship with SC Office of Resilience, we are pleased to extend an offer to settle the dispute for ~~\$16,000~~ **\$20,000**, to be memorialized by deductive change order with appropriate and mutually agreeable settlement / release clause to fully resolve the matter.

Please let me know if the proposed settlement offer is agreeable to SC Office of Resilience. I would be pleased to prepare a draft deductive change order for your review. I am available to discuss any questions or concerns at your convenience and can be reached at the number listed in my signature below. We appreciate your time and consideration as to this matter and look forward to your response; otherwise, we remain....

Ryan P. Adair

Senior Counsel, Legal, US East Region
M +1 (609) 954-5875
ryan.adair@aecom.com

AECOM

aecom.com

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From: Adair, Ryan

Sent: Thursday, January 15, 2026 9:03 PM

To: sara.s.hill@scor.sc.gov

Subject: LAKE CITY – Hwy 52 Infrastructure Improvement Project - 1/8/2026 Notice of Payment Offset

Dear Ms. Hill:

We received your attached January 8, 2026 letter regarding the LAKE CITY – Hwy 52 Infrastructure Improvement Project which gives Notice of Payment Offset in the amount of \$20,000 for survey services previously paid on the basis that AECOM's performance of those services could not be substantiated or were not performed in accordance with the standard of care. Your letter requests response by January

16, 2026. We appreciate your detailed letter and the opportunity to respond. I was hoping to connect by phone (I tried your office but understand you were tied up in a meeting). I respectfully submit this email in response to the January 8 letter. Although we firmly disagree that these services were not performed, we highly value our strong relationship with the South Carolina Office of Resilience and in the interest of the project, we would be pleased to credit the \$20,000 to South Carolina Office of Resilience by deductive change order to reduce our contract value in that amount (with inclusion of a mutually agreeable settlement / release clause). Please note, this email communication is a confidential and privileged settlement offer under Rule 408 of the South Carolina Rules of Evidence.

As stated above, we disagree with the offset and the stated bases therefor that the scope of services were either not performed or not performed per the standard of care. AECOM's records are replete with field survey notes and various other supporting backup documentation evidencing that we indeed performed the survey services for Phase II that are outlined in our Phase II contract, including, topographic elevation survey data, locating of property boundaries, identification of utility conflicts, easement issues, locating existing stormwater structures, all as outlined in the revised Scope of Work dated February 25, 2022 under Task 1 – Field Work and Data Collection. It appears there is some confusion regarding a key fact that may be the cause of SC Office of Resilience's concerns, as upon our review of the January 16 letter, we found SC Office of Resilience's position that the services were not performed in accordance with the contract requirements to be misplaced, relying on factually inaccurate information repeatedly stated in the letter as the basis for SC Resilience's position. We are hopeful and indeed quite confident that the following clarifications will fully resolve SC Office of Resilience's concerns. The January 16 letter repeatedly states that AECOM improperly relied upon outdated survey data performed in 2015 and updated in 2017 instead of performing the contracted for survey services. These statements are false. SC Office of Resilience had previously contracted with AECOM to perform survey services for a portion the Project, those Phase I survey services were performed in 2015 by AECOM, and while AECOM relied upon the 2015 survey data for Phase I of the Project, doing so was entirely appropriate and necessary, as AECOM's current contract scope of survey services at issue is for Phase II of the Project, which AECOM performed. Also, AECOM did not perform any survey update in 2017. There was a gap in time between Phase I and Phase II of the Project, during which, in 2017, a road construction project was performed that included improvements to an existing dirt road, named Burnside Street, these improvements included asphalt paving and widening of the road. This road construction project was a separate and unrelated project, with which AECOM was not involved. I understand the road's widened asphalt shoulders as constructed were located in conflict with the design location of a retaining wall / bulkhead that is part of the stormwater structure improvements designed by AECOM for this project. I further understand that this resulted in additional costs to the Project, which is certainly unfortunate. Please understand that the scope and agreed contract value for AECOM's phase II survey services did not include (and it was be prohibitively expensive and impractical to perform) surveying of every square inch of entire the project site, and further extenuating circumstances include the timing of the construction of the road improvement project occurring during the gap in time between the Phase I and Phase II of this Project, the road construction project being separate and unrelated to the subject stormwater improvement project, with which AECOM was not involved. I understand the Contractor disregarded its responsibility to visit the site and verify field conditions before ordering the fabrication of the stormwater bulkhead structure, and consequently, failed to discover that Burnside Street was no longer a dirt road and that the new asphalt pavement and road widening improvements as constructed was in conflict with the design location for installing the stormwater structure bulkhead.

Although AECOM's services were performed in accordance with the standard of care, and the additional construction costs here appear clearly to be directly and proximately caused by the contractor's breach of its contractual obligation to visit the site and field verify conditions and provide notice of any conflicts or site conditions, notwithstanding, we feel a strong commitment to SC Office of Resilience and the success of this very important project, and are hopeful that our offer to credit / reduce our contract value by the \$20,000 is helpful in addressing this additional project cost.

To further convey our dedication to this project's success, I offer the following information of which you may likely be unaware and which may aid in assuaging any remaining concerns. AECOM's Phase II

contract expressly excludes property or right-of-way acquisition, boundary surveying or the preparation of plats and easements, or permitting / review fees. However, despite expressly excluding these services (and the contract amount including no compensation for the performance of these excluded services) AECOM performed all of these excluded services at no cost to SC Office of Resilience, at considerable additional time and expense to AECOM, including, performance of additional services outside of normal business hours and travel. The project required acquisition of right of way / easements from a public school and several residential property owners for which AECOM performed additional services, including, the preparation and giving of a presentation to the public school authority at its public meeting to obtain agreement from the public school to grant the easement. The public meeting where AECOM presented was held in the evening during non-business hours, and at a remote location requiring offsite travel. AECOM's efforts were successful in the Project obtaining the required easements from the school and the residential property owners.

In addition, after several local residents raised concerns regarding impacts of the construction operations required to build the Project, in order to resolve these concerns, AECOM performed additional public engagement services over and above those included in the Phase II Contract scope of work, including, attendance and engagement with the concerned members of the public at a town hall meeting held outside normal business hours on a Saturday, and after giving consideration to the particular concerns raised, AECOM developed and implemented design changes to the Project design to address these concerns.

AECOM has not requested any additional compensation for the additional surveying and acquisition services performed to obtain the easements needed from the public school and residential property owners, or the additional public engagement and design services performed to address impacts from construction operations raised by concerned members of the public.

We hope the above clarifications regarding the timing of performance of the respective scopes of survey services under AECOM's separate Phase I and Phase II contracts, and the multiple instances of AECOM having performance considerable additional services at no additional cost to SC Office of Resilience, fully address and resolve to SC Office of Resilience's satisfaction the concerns raised regarding the performance of the Phase II contracted services, and convey AECOM's dedication to the success of the Project. We value highly our relationship with SC Office of Resilience and the opportunity to work on important projects like this project. We dispute any allegation that we did not perform the Phase II contracted scope of survey services or that we did not perform such services in accordance with the standard of care. However, in the interest of the project and our relationship with SC Office of Resilience, we are pleased to extend an offer to settle the dispute for \$16,000, to be memorialized by deductive change order with appropriate and mutually agreeable settlement / release clause to fully resolve the matter.

Please let me know if the proposed settlement offer is agreeable to SC Office of Resilience. I would be pleased to prepare a draft deductive change order for your review. I am available to discuss any questions or concerns at your convenience and can be reached at the number listed in my signature below. We appreciate your time and consideration as to this matter and look forward to your response; otherwise, we remain....

Very truly yours,

Ryan P. Adair

Senior Counsel, Legal, US East Region
M +1 (609) 954-5875
ryan.adair@aecom.com

AECOM
aecom.com



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

Sara Stevens Hill
Lead Attorney
SC Office of Resilience
632 Rosewood Dr.
Columbia, SC, 29201

January 8, 2026

VIA EMAIL TO: JASON.OUTLAW@AECOM.COM

Jason Outlaw
AECOM
2151 Pickens Street, Suite 301
Columbia, SC 29201
T +1-803-254-4400
aecom.com

Project: LAKE CITY – Hwy 52 Infrastructure Improvement Project

Re: Notice of Payment Offset

Dear Mr. Outlaw,

Apologies for the delay in responding to your inquiries while SCOR completed its internal review of this account. Based on explanations provided by AECOM in light of the elevated number of site-related discrepancies and subsequent design adjustments on this project, multiple departments within SCOR were required to review the matter and determine appropriate next steps.

This letter serves as formal notice that, consistent with the parties' Contract (SC SE-240), as incorporated into and modified by the Contract dated March 15, 2022, SCOR is offsetting a portion of payment from your most recent invoice request in the total amount of \$20,000.00. This amount corresponds to survey services that were invoiced and paid earlier in the project.

As part of SCOR's review of project records, AECOM's communications, consultant deliverables, and site conditions, it was determined that the referenced survey services could not be substantiated through required instruments of service, field documentation, certifications, or other materials customarily produced in connection with professional surveying services for the City of Lake City Stormwater Improvements project.



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You advised SCOR that, notwithstanding the Scope of Work submitted by AECOM and incorporated into the 2022 Contract—which expressly required the performance of a project-specific topographic survey under Task 1: Field Work and Data Collection—the project instead relied upon a survey completed in 2017, rather than conducting a current survey as required by the Contract. To date, SCOR has not received documentation demonstrating that a project-specific survey was performed in accordance with the Contract requirements.

A factor contributing to SCOR's processing delay was the receipt of conflicting information provided by AECOM through submitted invoices, your Senior Counsel's response letter, and verbal and written communications with you regarding this issue. In that correspondence, your Senior Counsel stated that AECOM did not charge for work not performed and explained that project specifications were prepared using outdated information derived from a 2015 survey, later supplemented by a 2017 survey. As a result, a paved roadway constructed approximately five years prior to this project was not reflected in the project specifications provided to the contractor. However, SCOR's records reflect that three invoices were submitted by AECOM for survey services on this project: Invoice Nos. 2000619990, 2000644144, and 2000652637, submitted on May 4, 2022, July 8, 2022, and August 2, 2022, respectively. SCOR issued payment totaling \$20,000.00 for survey services based on the understanding that those services had been performed as required by the Scope of Work incorporated into the Contract and as represented by AECOM's invoices.

Pursuant to SE-240, Section M (Compensation), compensation is due only for services actually performed in accordance with the Contract, and the Owner may withhold or adjust compensation as necessary to reflect actual performance. The temporary pause in processing this account was required to ensure the responsible administration of public funds based on the most accurate and complete information available. Because payment for the survey services was previously issued based on the understanding that those services had been completed in accordance with the Contract, SCOR is exercising its contractual right to offset the amount previously paid against the current invoice in order to reconcile payment with actual performance.

To the extent it is AECOM's position that the "actual performance" consists of reliance on a survey completed in 2017, such reliance does not satisfy the Contract requirements and, independently, does not constitute an eligible cost under these CDBG-MIT grant funds supporting this project. As provided in SCOR's Policy and Procedure Handbook for CDBG-MIT Project and advised in the introductory meetings to AECOM at the outset of the project, costs incurred by the A/E prior to execution of the Contract with SCOR are not eligible for reimbursement using these funds. Accordingly, whether the invoicing of survey services occurred in error or reflects charges for work performed prior to the Contract, SCOR is obligated to withhold and reconcile payment to ensure compliance with both the Contract and applicable funding requirements.

This withholding and offset are undertaken solely to ensure payment accuracy under the Contract and do not constitute a waiver of any other contractual or legal rights. SCOR remains willing to review any



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BENJAMIN I. DUNCAN II, *Chief Resilience Officer*

documentation demonstrating that the survey services were performed in compliance with the Contract and the applicable professional standard of care.

Please submit any supporting materials or a written response by January 16, 2025, so that this matter may be evaluated and resolved promptly. For ease of reference, enclosed are copies of the referenced invoices, correspondence regarding AECOM's reliance on the 2017 survey that initiated this review, and the applicable SE-240 Contract and Scope of Work.

SCOR expressly reserves all rights and remedies available under the Contract and applicable South Carolina law.

If you wish to discuss this matter, please contact me directly.

Sincerely,

Sara S. Hill

SARA S. HILL
Lead Attorney
sara.s.hill@scor.sc.gov

[THE FOLLOWING DOCUMENTS ARE FOR REFERENCE PURPOSES]

SE-240

SMALL PROFESSIONAL SERVICES CONTRACT TERMS AND CONDITIONSAGENCY: South Carolina Office of ResiliencePROJECT NAME: City of Manning Stormwater ImprovementsPROJECT NUMBER: D30-N003-MJ / IP20-1401-01A/E NAME: AECOMADDRESS: 101 Research DrColumbia, SC 29203

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.
 - 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: \$650,000.
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 FosmireTITLE: Chief of Staff and General CounselADDRESS: 632 Rosewood DriveTELEPHONE: 803-822-9580EMAIL: 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:

3. Name: Gary FreemanTITLE: Vice PresidentADDRESS: 101 Research DriveTELEPHONE: 803-455-2223EMAIL: kevin.krick@aecom.com

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

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

C. A/E RESPONSIBILITIES

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

D. INSURANCE

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

E. INDEMNIFICATION

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

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

F. A/E SERVICES

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

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

9. Contractor Submittals

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

10. Changes in the Work

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

11. Project Completion

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

12. Additional Services

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

G. AGENCY'S RESPONSIBILITIES

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

H. COST OF THE WORK

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

I. INSTRUMENTS OF SERVICE

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

J. CLAIMS AND DISPUTE RESOLUTION

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

K. TERMINATION OR SUSPENSION

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

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

L. MISCELLANEOUS PROVISIONS

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

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

M. COMPENSATION

1. The Agency shall compensate the A/E for the services rendered as described in the Contract Documents in Section A. The A/E may make application for payment for services performed on a monthly basis. The Agency shall make payments to the A/E of undisputed amounts due for services performed by the A/E, within twenty-one (21) days of receipt of the A/E's invoice. The A/E shall make progress payments to the consultants within seven (7) days of the receipt by the A/E of each payment from the Agency.
2. The Agency shall compensate the A/E for Additional Services that may arise during the course of the Project by negotiated Amendment to this contract. The hourly billing rates to be used to negotiate additional services by the A/E and the A/E's consultants shall be included as an attachment referenced in Section A.
3. When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The A/E shall be entitled to compensation in accordance with this Contract for all services performed whether or not the Construction Phase is commenced.
4. The Agency shall compensate the A/E for Reimbursable Expenses described in the Contract Documents referenced in Section A as a not-to-exceed amount. The compensation shall be the actual costs incurred by the A/E and the A/E's consultants. The A/E and the A/E's consultants shall be allowed a reasonable markup not to exceed 10% for administrative cost related to Reimbursable Expenses.
5. Unless authorized in writing by the Agency prior to incurring the expense, no expense for transportation, travel, or subsistence will be reimbursable to the extent the expense exceeds the amount for which a state employee would be reimbursed under the Travel Regulations. Travel Regulations means the State Fiscal Accountability Authority's Regulations for Reimbursement for Travel and Subsistence Expenses, Disbursement Regulations pdf found at [<https://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 G. Fosmire

PRINT TITLE: Chief of Staff and General Counsel

DATE: 3/15/2022

A/E:

BY: 
 (Signature of Representative)

PRINT NAME: Gary Freeman

PRINT TITLE: Vice President

DATE: 3/8/2022



December 21, 2021
Revised January 19, 2022

Ms. Karen Olson
Infrastructure Program Manager, Disaster Recovery Division
South Carolina Office of Resilience
632 Rosewood Drive
Columbia, SC 29201

**RE: Proposal for Civil Engineering Services
City of Manning Stormwater Improvements
SCOR Project No. D30-N003-MJ / IP20-1401-01**

Dear Ms. Olson:

AECOM Technical Services, Inc. (AECOM) is pleased to submit to the South Carolina Office of Resilience (Owner / Client) this proposal for civil engineering services related to the City of Manning Stormwater Improvements. AECOM proposes to complete the project as outlined in the enclosed Scope of Work.

If this Proposal is acceptable, please sign the letter in the space provided below and return a copy to Kevin Krick. If you have any questions, please contact Kevin Krick at (803) 254-4400 or kevin.krick@aecom.com.

Sincerely,

AECOM Technical Services

Gary Freeman, PE
Vice President
South Carolina Water Department Manager

cc: Kevin Krick, P.E., AECOM

Enclosure

This Agreement is accepted by SOUTH CAROLINA OFFICE OF RESILIENCE, this	
<u>15th</u>	day of
<u>March</u>	, 2022.
By:	<u>[Signature]</u>
Title:	<u>Chief of Staff & General Counsel</u>



SCOPE OF WORK
City of Manning Stormwater Improvements

December 21, 2021
Revised January 19, 2022

AECOM Technical Services, Inc. (AECOM) is pleased to submit to the South Carolina Office of Resilience Division of Disaster Recovery (SCOR DRD) (Owner / Client) this scope of work for engineering services related to the *City of Manning Stormwater Improvements*.

Project History

The City of Manning has experienced flooding in several areas of the City. Therefore, the SCOR DRD is seeking the design, permitting, and construction of stormwater infrastructure to alleviate the flooding. The specific project areas include the following:

1. Intersection of Brooks Street and Memorial Street
2. Intersection of Mill Street and Huggins Street
3. Intersection of Collins Street and Boyce Street
4. Intersection of Keitt Street and Walker Street
5. Intersection of Gibbons Street and Mill Street
6. Intersection of Dinkins Street and Church Street
7. South Church Street from Huggins Street to Winfield Drive
8. Stream Restoration for the Northwest Unnamed Tributary

Scope of Work

AECOM is pleased to provide the following detailed scope of work to develop flood mitigation designs for the projects outlined above.

Task 1 – Field Work and Data Collection

This task addresses the necessary activities to be undertaken by AECOM to complete the collection of base information for the purposes of the detailed stormwater design. AECOM will initiate a Public Utility Protection Service (PUPS) investigation to collect utility line information, including, but not limited to, water, sewer, electrical, fiber optic, gas, telephone, and cable. This information will then be collected as part of the topographic survey.

Topographic Survey

AECOM will complete a topographic survey of the project area within the specific project limits. The survey will include previously marked utilities, aboveground features such as power poles, fire hydrants, etc., edge of pavements and driveways, existing stormwater ditches, and other pertinent infrastructure within the project areas. The following data will be collected as part of this site survey:



- Ground elevations at appropriate intervals to create a topographic surface to be used in design of stormwater improvements
- Location of aboveground and underground utilities
- Location of structures (fences, parking pads, edge of pavement, sidewalks patios, walkways, bridges, etc.)
- Location of drainage structures, including:
 - Inverts
 - Catch basins
 - Pipe type
 - Pipe diameter
- Location of building faces and structures
- Location of open ditches and stormwater channels

Should AECOM encounter catch basins with solid concrete tops, we assume that the City of Manning will provide support staff and equipment to provide AECOM access to these structures to collect invert elevations and pipe size information on these structures within the project corridor.

Additionally, should any of the existing stormwater ditches or catch basins be located on private property, we assume the City will provide authorized access through coordination with the property owner. Boundary surveying of individual lots is not included in this scope of services. Should the City require boundary surveys for the acquisition of property, AECOM will negotiate a scope and fee at a later time.

Site and Condition Assessment

AECOM stormwater engineers will conduct a site visit to verify the elements of the survey, identify important drainage features, site constraints, and perform existing conditions evaluation of the drainage structure within the project area. Additionally, AECOM will utilize CCTV technology to verify the condition of pipes in the project areas to ensure they are structurally intact and do not have blockages.

Task 2 – Environmental Assessment

AECOM, with assistance from our subconsultant Environmental Corporation of America (ECA), will complete a Draft EA document utilizing the HUD form Environmental Assessment Determinations and Compliance Findings for HUD-Assisted Projects 24 CFR Part 58 and submitted to SCOR for review and comment. We understand that HUD would have an opportunity to review and comment on the EA prior to issuing the Authorization to Use Grant Funds (AUGF). We will address comments received from SCOR DRD and HUD and prepare a Final EA document.

The criteria that will be evaluated in relation to the proposed project and its alternatives include historic properties, floodplain management, wetlands and waters, coastal resources, sole source aquifers, threatened and endangered species, wild and scenic rivers, air quality, farmland



protection, noise control and abatement, explosive and flammable operations, airport hazards, contamination and toxic substances, and environmental justice. The appropriate local, state, and federal agencies will be consulted as needed to determine impacts to the evaluated criteria. AECOM has provided a separate proposal for the preparation of Section 106 Review documentation for the proposed project.

- AECOM will work closely with SCOR DRD to document the purpose and need for the project and to describe in a narrative format, the proposed actions associated with the proposed development activities, including needed permits and mitigation measures. Alternative's analysis would include the "no action" alternative and the "preferred" or "development" alternative. Negative impacts and benefits would be evaluated for each alternative relative to the EA criteria.
- If a Finding of No Significant Impact (FONSI) is determined based on the EA evaluation and following approval of the Final EA by SCOR and HUD, AECOM will prepare a Combined Notice of FONSI / Notice of Intent to Request for Release of Funds (NOI/RROF) and provide to SCOR DRD for review.
- Once approved, AECOM will publish the Combined Notice in a newspaper of general circulation in the local community (single publication) and would circulate the notice to those identified in the SCOR DRD Agency Distribution List for Clarendon County in addition to City of Manning municipal agencies and administrators and any local organizations or individuals that have a known interest in the project.
- AECOM will be responsible for recording of all public comments received during the comment period and formulation and recording of all responses issued to public comments. At the conclusion of the mandatory public comment period, AECOM will provide SCOR DRD with proof of publication and a record of all comments and responses. If no comments are received, AECOM will provide SCOR DRD with a written statement that no comments were received during the comment period.

Task 3 – Section 106 Project Review

AECOM, with assistance from our subconsultant Environmental Corporation of America (ECA), will complete a Section 106 Project Review which includes architectural and archaeological desktop reviews, an archaeological pedestrian survey, completion of the Section 106 Project Review Form, and consultation with the South Carolina Department of Archives and History (SHPO) for the proposed undertaking. The requested scope of work does not include any above ground architectural survey or subsurface testing.

Architectural Resources Review

Work for architectural history considerations will include a review of records provided on the SC ArchSite and the National Register of Historic Places (NRHP) to determine if any historic properties are located within the Area for Potential Effect (APE), architectural history considerations for the



Section 106 Project Review Form, and consultation with the SHPO for the proposed undertaking. Based on this information, SHPO may determine that no significant architectural resources would be impacted by the proposed undertaking; however, SHPO may also determine that further architectural history studies beyond those previously mentioned are warranted within the APE. If additional architectural history studies are agreed upon, AECOM will provide additional scopes of work and fee estimates.

Archaeological Resources Review

AECOM understands that the scope of work for archaeological considerations will include desktop research, a pedestrian survey to document prior disturbance, archaeological considerations for the Section 106 Project Review Form, and consultation with the SHPO for the proposed undertaking. Based on this information, SHPO may determine that no significant archaeological resources would be impacted by the proposed undertaking; however, SHPO may determine that further archaeological studies beyond those previously mentioned are warranted within the APE. If additional archaeological studies are requested by SHPO, AECOM will provide additional scopes of work and fee estimates.

SHPO Consultation

AECOM will consult with the SHPO for the proposed undertaking by providing a completed Section 106 Project Review Form.

Tribal Consultation

AECOM will consult the Tribal Directory Assessment Tool (TDAT) System to identify tribes that have an interest in consulting on projects in Florence County, South Carolina. The Catawba Indian Nation is the only tribe identified that has expressed an interest in consultation. AECOM will use the HUD provided Tribal Consultation Letter Template, Part 58 and will provide consultation letters to the Tribal Historic Preservation Office (THPO) and the Chief of the Catawba Indian Nation. AECOM will submit a draft of the tribal consultation letter to SCOR DRD as the delegated authority for review and signature prior to transmitting to the Catawba Indian Nation.

Other Consultation

AECOM will consult with the City of Manning Buildings and Code Enforcement Department, Clarendon County Historical Commission (FCHC), and Lynches Lake Historical Society (LLHS). AECOM will submit a draft of the consultation letters to the SCOR DRD for review and signature prior to transmitting to applicable parties.

Section 106 Assumptions

- We assume that no above ground architectural history survey or Phase I archaeological survey will be requested by SHPO.
- The Principal Investigator will have 100% access to the project areas during the time needed for fieldwork documentation.



- No public meetings or hearings are included in the scope of this proposal.
- It is assumed that SCOR DRD and SHPO will be the only reviewers of the deliverable. Requested changes by additional reviewers can be conducted under a separate proposal as needed. Only one set of comments/edits total are anticipated.
- Review comments and edits after the submittal review period will not request information or new research that was not present in the Scope of Work and/or contract, that exceeds the project budgetary thresholds, or that is not normally included in similar levels of report effort.
- AECOM will not be responsible for updating or completing SHPO inventory forms for above ground architectural resources.

Task 4 – Engineering Design

AECOM will develop detailed Construction Plans for projects 1 through 7 outlined at the beginning of this scope of work. This task includes development of design plans for restoration and stormwater rehabilitation within the project areas in accordance with Chapter 5 of the Office of State Engineer (OSE) Manual for Planning and Execution of State Permanent Improvements. AECOM will provide the SCOR DRD with 50% and 100% plans suitable for permitting and construction bidding. AECOM will work closely with SCOR DRD and City staff throughout the design process to obtain input and recommendations with respect to the design. Final submittal will include plans and specifications suitable for bidding and construction and meeting the requirements of the South Carolina Office of State Engineer.

Project Meetings

AECOM will conduct a Project Kick-off Meeting with SCOR DRD and City staff to review the scope of services and schedule. At this initial meeting, the team will review sub-tasks, project expectations and completion timeframes. The purpose of the kickoff will be to define timeframes and develop a comprehensive project schedule. This task also includes monthly progress meetings with SCOR DRD and the City throughout the design process and a final presentation of the construction documents to the team.

Public Engagement

AECOM will conduct a Public Meeting early in the design phase to solicit input regarding stormwater flooding in Manning. This information will be used to better calibrate the hydrology model and make better decisions during design. At the completion of the design phase, AECOM will conduct a second Public Meeting to present the design and explain the upcoming construction phase.

Hydrologic/Hydraulic Analysis

AECOM will perform a detailed Hydrologic and Hydraulic (H&H) Analysis of the stormwater designs to determine stormwater runoff rates for the 5, 10, 25, 50, and 100-year storm events. A detailed hydraulic analysis will then be utilized and incorporated to determine design flows and ditch and



pipe network configurations for the modeled storm event. This information will be used to develop design parameters for proposed drainage improvements within the project area. The hydrologic/hydraulic analysis will also be the basis of design and submitted to the South Carolina Department of Health and Environmental Control (SCDHEC) and the South Carolina Department of Transportation (SCDOT) as part of the permitting process.

Construction Plans

AECOM will develop construction plans for the stormwater system improvements throughout the project areas. The construction plans are likely to include the following:

- ***Cover Sheet*** – This sheet will include the name of the project, location map, and other items required for permitting.
- ***Existing Conditions*** – This plan will be based upon the topographic survey to illustrate existing conditions of the project areas. The plan will show existing pavements, curbs, storm drain boxes, utility lines, etc.
- ***Site Clearing and Demolition Plans*** – These plans will be created to illustrate clearing limits, trees to be protected (if any), and any structures or utilities to be demolished, relocated, and/or removed.
- ***Grading and Drainage Plans*** – These plans will illustrate the existing and proposed grades of the stormwater drainage system, designed to allow positive drainage away from buildings and roadways. These plans will include detailed stormwater design for the open and closed drainage system which will convey runoff to their ultimate outfalls. These plans will include stormwater pipe profiles to minimize the potential for unexpected conflicts with existing utilities in the project area.
- ***Erosion Control Plans*** – These plans will illustrate erosion control features to minimize the potential for sediment migrating off-site. They will be prepared in accordance with SCDHEC requirements and include details of the Best Management Practices (BMPs) used, including grassing, silt fence, inlet protection, and temporary construction entrances/exits.
- ***Details*** – These sheets will illustrate the details necessary for the contractor to adequately construct the project and include items such as storm drainage pipe bedding, catch basins, detention pond outlet structures, pavement replacement details, etc.

Project Manual and Technical Specifications

AECOM will prepare a Project Manual that will include both procurement documents that bidder's must comply with and technical specifications outlining the materials to be used, construction methods and procedures, and quality standards to be followed. The Project Manual will be prepared



in accordance with the SCOR DRD Mitigation Policy and Procedures Manual and the South Carolina Office of State Engineers

Preliminary Construction Cost Estimates

AECOM will prepare a Class 2 preliminary estimate of construction costs. This estimate will be based on our experience on similar projects, actual costs for projects recently bid, and on the specific quantities outlined in the construction plans. The preliminary estimate will be compared with the project budget to determine if the various phases of the project need to be adjusted or if value engineering options need to be considered prior to bidding.

Task 5 – Permitting

AECOM will prepare the necessary permit application packages (including application forms, maps, and calculations) and submit them to the appropriate agencies. This will include stormwater calculations from the H&H Analysis to confirm that the proposed stormwater improvements have adequate capacity to minimize the potential for both upstream and downstream flooding. Additionally, we will prepare a Stormwater Pollution Prevention Plan (SWPPP) describing the implementation of best management practices which will be used to reduce pollutants in the stormwater discharge during construction.

At this time, we are aware of the following permits that will be required:

- South Carolina Department of Health and Environmental Control (SCDHEC) – Stormwater / Land Disturbance Approval
- South Carolina Department of Transportation (SCDOT) – Driveway & Utility Encroachment Permit

Task 6 – Stream Restoration Design and Permitting

AECOM will provide Stream Restoration Design and Permitting services for the Northwest Unnamed Tributary (Project 8) including an evaluation of existing stream and wetland conditions to determine potential impact debits and mitigation credits, identifying alternative mitigation options, preparing preliminary designs for a selected conceptual solution, preparing a mitigation plan for agency review and approval, preparing detailed design drawings and specifications for stream and wetland mitigation, and coordinating with regulatory agencies to help obtain the necessary permits to impact stream and wetlands and perform the necessary permittee-responsible mitigation.

Evaluate Existing Conditions and Develop Stream Restoration Feasibility Report

AECOM will perform a ROSGEN Level I-III Geomorphic Assessment to classify the unnamed tributary and determine its stability condition. The following methods are anticipated to be used in the assessment:



- **AECOM will conduct a field reconnaissance to verify the existing conditions and to better understand the drainage patterns/characteristics within the project area.**
- **AECOM will obtain ground level photographs of typical conditions surveyed, typical riffle/pool cross sections, floodplain conditions, and key areas of concern.**
- **AECOM will prepare a field sketch with identification of Bank Erodibility Hazard Index and Near Bank Stress classification to identify significant bank erosion, tree falls, conflicts with infrastructure, undercut banks, etc.**
- **AECOM will segment the entire project area into reaches of identified ROSEN stream type and valley type field conditions.**
- **AECOM will prepare a collection of Wolman pebble count and bar sample information from selected locations to properly assess the ROSEN stream type and perform sediment competence.**
- **AECOM will prepare a collection of representative cross section data in each reach that will be used to identify existing bankfull area dimensions.**
- **AECOM will classify the stream conditions using the Channel Evolution Model (CEM) and ROSEN classification.**
- **AECOM will prepare a collection of a detailed Bank Erosion Hazard Assessment Index (BEHI) assessment and Near Bank Stress (NBS) determinations for the existing reach left and right banks that will be used to support pollutant protocols for the estimation of load reduction.**
- **AECOM will conduct the EPA Rapid Bioassessment Protocol and Pfankuch assessment of the stream. Collection of benthic macroinvertebrate samples is not included in this assessment.**
- **AECOM will evaluate the existing function of the stream using the Functional Pyramid developed by Stream Mechanics. This evaluation will also identify opportunities for functional uplift during the design process which is an important requirement for Nationwide Permit 27 (NWP27).**
- **AECOM will prepare a collection of available reference reach data at the site for use during the design for generating the proper dimension, pattern and profile.**
- **AECOM will prepare a detailed geomorphic assessment report that documents the findings of the site assessment and data analysis including proposed cross section**



dimension, pattern, and profiles.

Development of a Stream and Wetland Mitigation Plan

Once SCOR DRD has provided guidance on the selected stream and wetland mitigation scenario with which to proceed, AECOM will develop a Stream and Wetland Mitigation Plan following the 2018 guidelines established by the US Army Corps of Engineers.

- As part of the Mitigation Plan, AECOM will develop detailed Design Drawings including:
 - Typical cross sections for channel improvements
 - Typical details of restoration techniques and structural stabilization
 - Conceptual planting plans
 - Proposed relocations of known utility conflicts
 - General Notes and Construction Sequence
 - Profiles
 - Erosion and Sediment Control Plans
- AECOM will facilitate at least one meeting with SCOR DRD staff to review design plans at 50% and 100% phases of the project.
- AECOM will develop technical project specifications for the stream restoration.

Wetland Permitting and Agency Coordination

AECOM, working with our subconsultant Environmental Corporation of America (ECA), will provide the following wetland permitting services in conjunction with the stream restoration of the Northwest Unnamed Tributary:

- Conduct a wetland delineation in accordance with the US Army Corps of Engineers standards.
- Prepare and submit Individual Permit Application packages to the USACE and DHEC for review and approval.

Task 7: Construction Administration

AECOM will provide the following Construction Administration services:

- AECOM will prepare Bid Documents and follow bidding procedures outlined in *Chapter 6 of the Office of State Engineer (OSE) Manual for Planning and Execution of State Permanent Improvements.*
- AECOM will respond to Bidders' questions and create addenda as necessary.
- AECOM will review bids received to determine if each is responsive and responsible.
- AECOM will prepare a Bid Tabulation and Comparison.
- Prior to commencement of construction, AECOM will attend a pre-construction conference to review project schedules, requirements, conditions, etc.
- AECOM will review shop drawings provided by the contractor for the project.
- AECOM will attend monthly progress meetings. This includes 4 site meetings.



- If a construction change order is received, AECOM will prepare and submit the proposed change order to the SCOR DRD for approval.
- AECOM will prepare "Record Drawings" of the project based on the red-line as-built drawings provided by the Contractor.
- AECOM will respond to Request of Information (RFI's).

Schedule

AECOM is prepared to begin work immediately upon receipt of a signed contract. The following schedule encompasses each work task detailed previously in the scope of work and provides durations for each task. Some of these tasks may be completed simultaneously. Estimated schedules for permitting are dependent upon the regulatory agencies reviewing the project and are based on our previous experiences.

Task	Duration	Estimated Completion
Task 1 – Field Work & Data Collection	2 months	March 2022
Task 2 – Environmental Assessment	6 months	July 2022
Task 3 – Section 106 Project Review	6 months	July 2022
Task 4 – Engineering Design	6 months	August 2022
Task 5 - Permitting	4 months	December 2022
Task 6 – Stream Restoration	12 months	December 2022
Task 7 – Construction Administration	12 months	December 2023

Compensation

Compensation is based upon our understanding of the project and our experience on projects similar in scope. All fees required for the permitting of the project will be paid to the regulatory agency directly by the SCOR DRD. Compensation to AECOM for the proposed scope of work outlined above will be a lump sum fee as follows:

Task	Engineering Fees
Task 1 – Field Work & Data Collection	\$ 60,000
Task 2 – Environmental Assessment	\$ 10,000
Task 3 – Section 106 Project Review	\$ 30,000
Task 4 – Engineering Design	\$ 245,000
Task 5 - Permitting	\$ 25,000
Task 6 – Stream Restoration	\$ 250,000
Task 7 – Construction Administration	\$ 30,000
Total:	\$ 650,000



Additional Services

Throughout the project, changes and additions to the scope of work may be necessary. Any design changes will be changed by amendment which will include scope, fee, and signature by the client.

Assumptions & Exclusions

The following items are not included in this scope of services; however, they can be performed as an additional service based on a signed agreement with the Client. Any additional services or changes/revisions will be negotiated prior to the work commencing.

- FEMA Flood studies;
- Design of stormwater pumping systems;
- Design of underground stormwater detention systems;
- Geotechnical exploration;
- Property or right-of-way acquisition;
- Boundary surveying or the preparation of plats and easements;
- Permitting / review fees.

Task 2: Environmental Assessment Labor + ODCs + Subs \$ 10,075.00

Task 3: Section 106 Project Review									
Labor	Bill Rate	Title	Section 106 Review	Specifications	Cost Estimates	Management and Meetings	Total Units	Total \$	
Krick, Kevin	\$ 230.00	Senior Project Manager	2	8	8	75	2	\$ 460.00	
Henry, Michael L	\$ 145.00	Project Engineer	7	20	10	50	7	\$ 1,015.00	
TOTAL			9				9	\$ 1,475.00	
ODCs									
Mileage	\$ 0.58						0	\$ -	
Production/Shipping	\$ 25.00		8				8	\$ 200.00	
Survey Truck	\$ 50.00						0	\$ -	
Survey Equipment	\$ 160.00						0	\$ -	
TOTAL								\$ 200.00	
Subs									
ECA	\$ 28,400.00		1				1	\$ 28,400.00	
TOTAL								\$ 28,400.00	

Task 3: Section 106 Project Review Labor + ODCs + Subs \$ 30,075.00

Task 4: Construction Plan Development									
Labor	Bill Rate	Title	M&H Analysis	Construction Plans	Specifications	Cost Estimates	Management and Meetings	Total Units	Total \$
Krick, Kevin	\$ 230.00	Senior Project Manager	20	200	8	8	75	311	\$ 71,530.00
Henry, Michael L	\$ 145.00	Project Engineer	140	320	20	10	50	540	\$ 78,300.00
Gupta, Abhishek (Abhi)	\$ 175.00	Senior Project Engineer	60					60	\$ 10,500.00
Moore, Rosemary M (Rose)	\$ 95.00	Design Technician	24	600				624	\$ 59,280.00
Reag, Bryant	\$ 115.00	Engineering Associate			80	40		120	\$ 13,800.00
Coker, Lemuel S (Scott)	\$ 110.00	Project Representative				14		14	\$ 1,540.00
Ward, Rebecca D	\$ 80.00	Administrative Services					120	120	\$ 9,600.00
TOTAL			244	1,120	108	72	245	1,789	\$ 244,550.00
ODCs									
Mileage	\$ 0.58							0	\$ -
Production/Shipping	\$ 25.00			10	10			20	\$ 500.00
Survey Truck	\$ 50.00							0	\$ -
Survey Equipment	\$ 160.00							0	\$ -
TOTAL									\$ 500.00
Subs									
								0	\$ -
								0	\$ -
								0	\$ -
TOTAL									\$ -

Task 4: Construction Plan Development Labor + ODCs + Subs \$ 245,050.00

Task 5: Permitting									
Labor	Bill Rate	Title	DNEC Stormwater Permit	SCDOT Encroachment Permit	USACE Permitting	Total Units	Total \$		
Krick, Kevin	\$ 230.00	Senior Project Manager	3	3	3	9	\$ 2,070.00		
Henny, Michael L	\$ 145.00	Project Engineer	8	8	14	30	\$ 4,350.00		
Raing, Bryant	\$ 115.00	Engineering Associate	48	25	26	99	\$ 11,385.00		
Moore, Rosemary M (Rose)	\$ 95.00	Design Technician	24	10	38	72	\$ 6,840.00		
TOTAL			83	46	81	210	\$ 24,645.00		
ODCS	Bill Rate								
Mileage	\$ 0.58					0	\$		
Production/Shipping	\$ 25.00		5	5	5	15	\$ 375.00		
Survey Truck	\$ 50.00					0	\$		
Survey Equipment	\$ 160.00					0	\$		
TOTAL							\$ 375.00		
Subs	Bill Rate								
						0	\$		
						0	\$		
						0	\$		
TOTAL							\$		
							Total ODCS	\$	375.00
							Total Subs	\$	0.00
							Labor + ODCS + Subs	\$	25,020.00

Task 6: Stream Restoration Design & Permitting									
Labor	Bill Rate	Title	Stream Evaluation	Stream Restoration	Stream Permitting	Total Units	Total \$		
Brandon Alderman	\$ 140.00	Environmental Scientist 2	220	350		570	\$ 79,800.00		
Palazolo, Jessica	\$ 100.00	Environmental Scientist 1	350	350		700	\$ 70,000.00		
Moore, Rosemary M (Rose)	\$ 95.00	Design Technician	100	650		750	\$ 71,250.00		
TOTAL			670	1350	0	2020	\$ 221,050.00		
ODCS	Bill Rate								
Mileage	\$ 0.58					0	\$		
Production/Shipping	\$ 25.00		15			15	\$ 375.00		
Survey Truck	\$ 50.00					0	\$		
Survey Equipment	\$ 160.00					0	\$		
TOTAL							\$ 375.00		
Subs	Bill Rate								
ECA	\$ 28,600.00				1	1	\$ 28,600.00		
TOTAL							\$ 28,600.00		
							Total ODCS	\$	375.00
							Total Subs	\$	28,600.00
							Labor + ODCS + Subs	\$	250,025.00

Task 7: Construction Administration										
Labor	Bill Rate	Title	Meetings	Shop Drawing Reviews	RFTs	Record Drawings	Bidding Assistance	Total Units	Total \$	
Henry, Michael L	\$ 145.00	Project Engineer	19	5		20	5	49	\$ 7,105.00	
Rene, Bryant	\$ 115.00	Engineering Associate	7	26		30	5	68	\$ 7,820.00	
Coker, Lemuel S (Scott)	\$ 110.00	Project Representative	24	12	95		5	136	\$ 14,960.00	
TOTAL			50	43	95	50	15	233	\$ 29,885.00	
ODCs										
Mileage	\$ 0.58							0	\$ -	
Production/Shipping	\$ 25.00			5				5	\$ 125.00	
Survey Truck	\$ 50.00							0	\$ -	
Survey Equipment	\$ 160.00							0	\$ -	
TOTAL									\$ 125.00	
Subs										
	Bill Rate							0	\$ -	
								0	\$ -	
								0	\$ -	
TOTAL									\$ -	
Total ODCS										
									\$ 125.00	
Total Subs										
									\$ -	
TOTAL										
									\$ 30,010.00	

Task 7: Construction Administration

Notes:

- Overhead Rate = 130.7%
- Profit = 12%

Total: \$ 650,415.00

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2000619990
Invoice Date: 04-MAY-22
Invoice Due Date: 03-JUN-22
Amount Due: \$24,183.71 USD
Project Number: 60670272

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com

[Email Correspondence RE: Survey Date]

From: Outlaw, Jason <jason.outlaw@aecom.com>
Sent: Tuesday, April 29, 2025 10:15:58 AM
To: Azarias, Amy <Amy.Azarias@scor.sc.gov>; Brooks, Samantha <Samantha.Brooks@scor.sc.gov>
Cc: Kendrick, Pamela <Pamela.Kendrick@scor.sc.gov>; Henry Jr, Michael <Michael.HenryJr@aecom.com>; Coker, Scott <Scott.Coker@aecom.com>
Subject: [External] HWY 52 Headwall

Amy,

As discussed, the rear entrance to Carver Middle School has been widened and repaved since the survey was completed in 2017. This change was not noted by AECOM or the Contractor during the bidding/awarding or shop drawing process. The new field condition has encroached into the area where AECOM designed the precast headwall to be installed, pushing its location closer to the sanitary sewer system, making installation infeasible. Therefore, another option will be required for roadway stability and to provide a shoulder.

The area in question is a private driveway maintained by Florence County School District and not SCDOT. The road is effectively a one-way street with low design speed and traffic for school pickup/drop off only. Outside of those times it is a dead-end street utilized by one homeowner.

AECOM proposes two options to address the new field condition.

Option 1 is to build a poured in-place headwall with a curb to provide a 1.5-foot paved shoulder, meeting the original project intent. The wall would extend 8" above the edge of pavement and provide a barrier to the adjacent channel.

Option 2 is to build a large junction/conflict box in place, thus enclosing the entire area. This would require a stub of pipe in both directions to capture water flow from both incoming ditches.

- Original cost of pre-cast headwall (deduct)
 - \$16,000.00
- Option 1 Cast in Place Headwall with Curbing
 - \$18,780.00
- Option 2 Large Junction/Conflict Box
 - \$40,000.00

Based on the roads design speed and low use, AECOM would recommend Option 1. Once you have had a chance to review the options, we can meet to discuss in detail.

Survey Condition – Narrow Dirt Road



This folder is up to date. Connected to: Microsoft Exchange Display Settings

Check Payment to:
AECOM Technical Services, Inc.
An AECOM Company
1176 Pysphere Circle
Chicago, IL 60674

ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number 5800937020
ABA Number 028009593
SWIFT CODE BOFAUS3N



101 Research Drive, Columbia, SC 29203-9389
Tel: 803-254-4400
Fax: 803-771-6676

Federal Tax ID No. 95-2661922

ATTN : Eric Fosmire
South Carolina Office of Resilience
632 Rosewood Drive
Columbia, SC 29201
United States

Invoice Date: 04-MAY-22
Invoice Number: 2000619990

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60670272
Bill Through Date : 02-MAR-22 - 29-APR-22

Project Name : Lake City - Highway 52 Phase 2
SCOR Project Number: D30-N006-MJ/IP20-2102-01

Lake City - Highway 52 Phase 2

For Professional Services Rendered Through 02-MAR-22 - 29-APR-22

Funded Amt	\$206,000.00
Previous Billings	\$0.00
Services of Office Personnel:	
Labor	\$17,879.76
NonLabor	\$6,303.95
TOTAL CURRENT INVOICE	\$24,183.71
Funded Amount:	\$206,000.00
Bill To Date:	\$24,183.71
Remaining Balance:	\$180,816.29

Client:
Project Name:
D30-ND06-MJ/IP20-2102-01

SC Office of Resilience
Lake City - Hwy 52 SW Improvements Ps 2

Attn: Eric Fosmire
Date: April 29, 2022

Phase	Fee	Percent Complete	Fee Earned	Previous Billing	Current Billing	Budget Remaining
Field Work & Data Collection	\$20,000.00	50.00%	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
Engineering Design	\$155,000.00	9.15%	\$14,183.71	\$0.00	\$14,183.71	\$140,816.29
Permitting	\$12,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$12,000.00
Construction Services	\$18,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$18,000.00
Total	\$205,000.00	11.80%	\$24,183.71	\$0.00	\$24,183.71	\$180,816.29


SCOR CDBG-MIT Lake City - Highway 52 Phase 2
Project # IP20-2102-01, I/O # 10010337
PO #4600881254-2

SCOR CDBG-MIT Invoice Approval:

 5/5/22
Date


Joe Boyes
Director Disaster Recovery Division

SCOR CDBG-MIT Invoice Approval:

 5/5/2022
Date

Ran Reinhard
Director, Mitigation Department

SCOR CDBG-MIT Invoice Approval:

 5/4/2022
Date

Karen Olson
Project Manager



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

Invoice Submittal Cover Sheet
South Carolina Office of Resilience – Mitigation

TO SUBMIT AN INVOICE FOR PAYMENT: Complete the cover sheet below for each invoice that is submitted. Email copies of the completed cover sheet, invoice, and all required supporting documentation directly to APSCOR@scor.sc.gov.

Consultant Name:	AECOM		
Project Name:	Lake City- Highway 52 Phase 2		
SCOR Project #:	IP-20-2102-01		
SCOR I/O #	10010337		
SCOR Project PO #:	4600881254-2		
Invoice #:	2000644144		
Invoice Date:	July 8, 2022		
Invoice Total:	\$9,440.23		
Program Manager:	Pam Kendrick	Email:	Pam.Kendrick@scor.sc.gov
Project Contact:	Shauna Webb	Email:	Shauna.Webb@scor.sc.gov

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2000644144

Invoice Date: 08-JUL-22

Invoice Due Date: 07-AUG-22

Amount Due: \$9,440.23 USD

Project Number: 60670272

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com

Check Payment to
 AECOM Technical Services, Inc
 An AECOM Company
 1178 Paysphere Circle
 Chicago, IL 60674

ACH Payment to
 AECOM Technical Services, Inc
 An AECOM Company
 Bank of America
 Account Number 5800937020
 ABA Number 071000039

Wire Transfer Payment to
 AECOM Technical Services, Inc
 An AECOM Company
 Bank of America
 New York, NY 10001
 Account Number 5800937020
 ABA Number 026009593
 SWIFT CODE BOFAUS3N



Office of Resilience
 Finance Division
RECEIVED DATE
January 24, 2023

101 Research Drive, Columbia, SC 29203-9389
 Tel: 803-254-4400
 Fax: 803-771-6676

Federal Tax ID No. 95-2661922

ATTN : Eric Fosmire
 South Carolina Office of Resilience
 632 Rosewood Drive
 Columbia, SC 29201
 United States

Invoice Date: 08-JUL-22
Invoice Number: 2000644144

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60670272
Bill Through Date : 28-MAY-22 - 24-JUN-22

Project Name : Lake City - Highway 52 Phase 2
D30-N006-MJ/IP20-2102-01

Lake City - Highway 52 Phase 2

For Professional Services Rendered Through 28-MAY-22 - 24-JUN-22

Funded Amt	\$205,000.00
Previous Billings	<u>\$34,520.37</u>
Services of Office Personnel:	
Labor	\$8,098.73
NonLabor	\$1,341.50
TOTAL CURRENT INVOICE	<u>\$9,440.23</u>

Funded Amount:	\$205,000.00
Bill To Date	<u>\$43,960.60</u>
Remaining Balance	<u>\$161,039.40</u>

Reviewed & Approved for Payment
 By _____
 Accounting Manager
 Date _____

SCOR CDBG-MIT Lake City Hwy 52 Phase 2
 Project # IP20-2102-01, I/O #10010337
 PO #4600881254
 SCOR CDBG-MIT Invoice Approval: (All Signatures are Required.)
9-24-2023
 Phleasha Lewis Date
 Director, Mitigation Department
1/25/23
 Pam Kendrick Date
 Program Manager

Client:
Project Name:
D30-N005-MJ/IP20-2102-01

SC Office of Resilience
Lake City - Hwy 52 SW Improvements Ps 2

Attn: Eric Fosmire
Date: June 24, 2022

Phase	Fee	Percent Complete	Fee Earned	Previous Billing	Current Billing	Budget Remaining
Field Work & Data Collection	\$20,000.00	97.20%	\$19,440.23	\$10,000.00	\$9,440.23	\$559.77
Engineering Design	\$155,000.00	15.82%	\$24,520.37	\$24,520.37	\$0.00	\$130,479.63
Permitting	\$12,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$12,000.00
Construction Services	\$18,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$18,000.00
Total	\$205,000.00	21.44%	\$43,960.60	\$34,520.37	\$9,440.23	\$161,039.40



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

Invoice Submittal Cover Sheet
South Carolina Office of Resilience – Mitigation

TO SUBMIT AN INVOICE FOR PAYMENT: Complete the cover sheet below for each invoice that is submitted. Email copies of the completed cover sheet, invoice, and all required supporting documentation directly to APSCOR@scor.sc.gov.

Consultant Name:	AECOM		
Project Name:	Lake City- Highway 52 Phase 2		
SCOR Project #:	IP-20-2102-01		
SCOR I/O #	10010337		
SCOR Project PO #:	4600881254-2		
Invoice #:	2000652637		
Invoice Date:	August 3, 2022		
Invoice Total:	\$9,583.35		
Program Manager:	Pam Kendrick	Email:	Pam.Kendrick@scor.sc.gov
Project Contact:	Shauna Webb	Email:	Shauna.Webb@scor.sc.gov

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2000652637

Invoice Date: 03-AUG-22

Invoice Due Date: 02-SEP-22

Amount Due: \$9,583.35 USD

Project Number: 60670272

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

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- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com



Check Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 1178 Paysphere Circle
 Chicago, IL 60674

ACH Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 Bank of America
 Account Number 5800937020
 ABA Number 071000039

Wire Transfer Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 Bank of America
 New York, NY 10001
 Account Number 5800937020
 ABA Number 026009593
 SWIFT CODE BOFAUS3N

101 Research Drive, Columbia, SC 29203-9389
 Tel: 803-254-4400
 Fax 803-771-6676

Federal Tax ID No. 95-2661922

ATTN : Eric Fosmire
 South Carolina Office of Resilience
 632 Rosewood Drive
 Columbia, SC 29201
 United States

Invoice Date: 03-AUG-22
 Invoice Number: 2000652637

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60670272
 Bill Through Date : 25-JUN-22 - 29-JUL-22

Project Name : Lake City - Highway 52 Phase 2
 D30-N006-MJ/JP20-2102-01

Lake City - Highway 52 Phase 2

For Professional Services Rendered Through 25-JUN-22 - 29-JUL-22

Funded Amt	\$205,000.00
Previous Billings	<u>\$43,960.60</u>

Services of Office Personnel:

TOTAL CURRENT INVOICE	<u><u>\$9,583.35</u></u>
------------------------------	--------------------------

Funded Amount:	\$205,000.00
Bill To Date:	<u>\$53,543.95</u>
Remaining Balance:	<u>\$151,456.05</u>

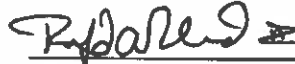
Client:
Project Name:
D30-N006-MI/IP20-2102-01

SC Office of Resilience
Lake City - Hwy 52 SW Improvements Ps 2

Attn: Eric Fosmire
Date: July 29, 2022

Phase	Fee	Percent Complete	Fee Earned	Previous Billing	Current Billing	Budget Remaining
Field Work & Data Collection	\$20,000.00	100.00%	\$20,000.00	\$19,440.23	\$559.77	\$0.00
Engineering Design	\$155,000.00	21.64%	\$33,543.95	\$24,520.37	\$9,023.58	\$121,456.05
Permitting	\$12,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$12,000.00
Construction Services	\$18,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$18,000.00
Total	\$205,000.00	26.12%	\$53,543.95	\$43,960.60	\$9,583.35	\$151,456.05

SCOR CDBG-MIT Lake City - Highway 52 Phase 2
Project # IP20-2102-01, I/O # 10010337
PO #4600881254-2
SCOR CDBG MIT Invoice Approval



Ran Reinhard
Director Disaster Recovery Division
SCOR CDBG-MIT Invoice Approval

17 Aug 2022

Date



Phleisha Lewis
Director, Mitigation Department
SCOR CDBG-MIT Invoice Approval

22-Aug-2022

Date



Karen Olson
Project Manager

16 Aug 2022

Date

