

SE-235

PROFESSIONAL INCIDENTAL SERVICES CONTRACT**AGENCY:** SOUTH CAROLINA OFFICE OF RESILIENCE**PROJECT NAME:** SOUTH CAROLINA RESILIENT COASTAL COMMUNITIES
COLLABORATIVE PROGRAM RISK AND VULNERABILITY ASSESSMENTS**PROJECT NUMBER:** D30-N048-PG**A/E NAME:** WESTON & SAMPSON ENGINEERS, INC.**ADDRESS:** 3955 Faber Place Dr. Suite 200North Charleston, SC 29405

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

A. CONTRACT DOCUMENTS

1. Documents forming a part of this contract are, in order of precedence:
 - a. This Contract, SE-235.
 - b. A/E Proposal describing services to be provided for this project, the associated hourly billing rates for the A/E and the A/E Consultants, and the projected Reimbursable items.
 - c. Supplemental Conditions, attached if applicable.
 - d. The following other documents:
Supplemental Conditions
2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

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

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

NAME: Eric G. Fosmire**TITLE:** Chief of Staff and General Counsel**ADDRESS:** 632 Rosewood Drive, Columbia SC 29201**TELEPHONE:** 803-822-9580**FAX:** _____**EMAIL:** eric.fosmire@scor.sc.gov

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

2. A/E's Representatives

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

NAME: Robin Seidel**TITLE:** Resiliency Team Leader**ADDRESS:** 55 Walkers Brook Drive, Reading, MA 01867**TELEPHONE:** 978-532-1900**FAX:** _____**EMAIL:** seidel.robin@wseinc.com

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

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

C. A/E RESPONSIBILITIES

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

D. INSURANCE

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

E. INDEMNIFICATION

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

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

F. A/E SERVICES

1. The A/E shall be fully responsible for coordinating all services under this Contract regardless of whether performed by its own employees or by consultants hired by A/E to perform a portion of its' services.
2. The A/E shall be responsible to the Agency for the services furnished to the A/E by any Consultant to the same extent as if the A/E had furnished the service itself. A/E also agrees to coordinate and resolve any inconsistencies in its work and the work of its Consultants. All of A/E's contracts with Consultants shall be in writing, signed by both parties, and shall include the following provision: "The Agency is intended to be a third-party beneficiary of this Contract."
3. The A/E shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation and reports as required by the Agency to maintain a comprehensive record. The State Project Number and Name shall be shown on all documents.
4. Any reference in the Contract Documents to the A/E taking action or rendering a decision with a "reasonable time" or "reasonable promptness" is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.
5. Work Product Documents
 - a. The Work Product to be accomplished and submitted to the Agency shall be as defined in the Contract Documents.
 - b. The A/E shall submit to the Agency, and OSE if required, properly completed documents in the number and form requested for review and approval.
 - c. The Agency and OSE review and approval of all documents or other matters required herein shall not relieve the A/E of his professional duty of care in the preparation of the Work Product for compliance with the requirements of applicable statutes, regulations, codes, or the Manual.
6. Additional Services
 - a. The A/E may provide Additional Services after execution of this Contract without invalidating the Contract. Except for services required due to the fault of the A/E, any Additional Services provided shall entitle the A/E to compensation pursuant to negotiations and an appropriate adjustment in the A/E's schedule.
 - b. The A/E shall not proceed to provide Additional Services until the A/E receives the Agency's written authorization.

G. AGENCY'S RESPONSIBILITIES

1. The Agency shall review the Work Product and shall submit its written approval to the A/E, and OSE, if required.
2. The Agency shall provide prompt written notice to the A/E if the Agency becomes aware of any fault or defect, including errors, omissions or inconsistencies in the A/E's Work Product.
3. The Agency shall include the A/E in all communications that relate to or affect the A/E's services or professional responsibilities. Communications by and with the A/E's consultants shall be through the A/E.

H. INSTRUMENTS OF SERVICE

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

I. CLAIMS AND DISPUTE RESOLUTION

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

J. TERMINATION OR SUSPENSION

1. Agency Right of Suspension:
 - a. The Agency may, at any time, suspend the Work, in whole or in part, by written notice to the A/E with or without cause for such period of time as determined by the Agency. The A/E shall be compensated for services performed prior to notice of such suspension, except in the event the suspension was due to a default by the A/E.
 - b. When the Work, in whole or in part, is resumed, by written notice from the Agency, the remaining amount payable to the A/E may be equitably adjusted to reflect reasonable costs actually incurred by the A/E due to delay or interruption resulting from such suspension.
 - c. If the suspension exceeds ninety (90) consecutive days, the A/E's fees for the remaining services and the time schedules shall be equitably adjusted.
2. Agency Right of Termination:
 - a. Termination for Cause: If the A/E defaults, persistently fails or neglects to perform the services in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the A/E. If the A/E fails to cure such default, failure, or neglect within ten (10) days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract.
 - b. Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work or terminate this Contract by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the A/E for those services actually performed before the date of termination. No payments shall be made for services not actually performed, and no payment shall be made or due for lost profits for portions of the services not actually performed.
3. A/E Right of Termination:
 - a. The A/E may terminate the contract if Work is stopped through no fault of the A/E, or other persons performing work either directly or indirectly for the A/E, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a declared National emergency which requires the Work to be stopped.
 - b. Agency Failure to Make Payment: Subject to the Agency's right to withhold payments pursuant to Section K, if the Agency fails to make payments to the A/E as set forth in Section K and any other applicable provisions of the Contract Documents, the A/E may, upon fourteen (14) days prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all services performed, including reasonable overhead, profit and damages applicable to the services performed through the date thereof.

4. In the event of suspension or termination for convenience, upon request of Agency and payment of all fees pursuant to this Section, A/E shall promptly provide Agency with all documents, in electronic format, completed or in progress on the date of termination. The Agency shall not alter or revise the documents without written approval from the A/E.
5. In the event of termination for cause, the A/E shall promptly provide Agency with all documents, in electronic format, completed or in progress on the date of termination. The Agency shall be responsible for any alteration or revision to the documents.

K. MISCELLANEOUS PROVISIONS

1. **Governing Law:** The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
2. This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.
3. **Severability:** If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
4. **Economic Conflict of Interest:** The A/E shall not have or exercise any official responsibility regarding a public contract in which the A/E, or a business with which he is associated, has an economic interest. A person working for the A/E shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If the A/E is asked by any person to violate, or does violate, either of these restrictions, the A/E shall immediately communicate such information to the procurement officer. The state may rescind, and recover any amount expended as a result of, any action taken, or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in S.C. Code Ann. § 8-13-100.
5. **Drug-Free Workplace:** The A/E must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The A/E certifies to the Agency that A/E will provide a Drug-Free Workplace, as defined by S.C. Code Ann. §§ 44-107-20(1).
6. **False Claims:** According to SC Code § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
7. **Non-Indemnification:** It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations per S.C. Code Ann. § 11-9-20. It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year per S.C. Code Ann. § 11-1-40.
8. **Assignment:** The Agency and A/E, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Contract. Neither the Agency nor the A/E shall assign this Contract without the written consent of the other. S.C. Code Ann. Reg. 19-445.20180 provides as follows: "No State contract is transferable, or otherwise assignable, without the written consent of the Chief Procurement Officer, the head of a purchasing agency, or the designee of either; provided, however, that a contractor may assign monies receivable under a contract after due notice from the contractor to the State."
9. **Force Majeure:** In the event A/E is hindered, delayed or prevented from performing its obligations under this Contract as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, or any other cause beyond the reasonable control of A/E, the time for completion of A/E's work shall be extended by the period of resulting delay.
10. **Open Trade Representation:** By signing this Contract, A/E represents that A/E is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300. During the contract term, including any renewals or extensions, A/E will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

L. COMPENSATION**1. Basic Services:**

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

\$ 300,000

2. Additional Services:

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

\$

3. Reimbursable Expenses:

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

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

\$

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

AGENCY:BY: 

(Signature of Representative)

PRINT NAME: Eric G. FosmirePRINT TITLE: Chief of Staff & General CounselDATE: 4/7/2025**A/E:**BY: 

(Signature of Representative)

PRINT NAME: Robin Seidel, AIAPRINT TITLE: Senior AssociateDATE: 3/26/2025

March 21, 2025

Project: South Carolina Resilient Coastal Communities Collaborative Program Risk and Vulnerability Assessments

SCOPE OF SERVICES

This agreement is in between SOUTH CAROLINA OFFICE OF RESILIENCE, acting herein by and through its Resilience Planning Department, hereinafter called the AGENCY and WESTON & SAMPSON ENGINEERS, INC., with offices at 3955 Faber Place Suite 200, North Charleston, SC 29405, hereinafter called the A/E.

The referenced project includes the following components:

PART 1.0 SCOPE OF SERVICES

Task One: Project Initiation & Management

The A/E will coordinate closely with the AGENCY and project partners throughout the project to effectively engage the community, build understanding, and deliver a product that supports the future implementation of resiliency measures throughout the Salkehatchie Watershed.

The A/E will provide regular documentation of project progress including weekly project updates to the AGENCY's Resilient Planning Department as well as provide monthly virtual progress review meetings to the AGENCY.

The A/E will establish and adhere to project schedule and communication plan and will deliver the following:

- Provide a formal briefing within 60 days after project initiation upon completion of the data collection and review task. Information will be visualized through a series of maps as well as identification of areas for additional site-specific analysis.
- Provide a report and formal briefing upon 120 days after project initiation with focus on the process and results of the vulnerability assessment.
- Provide a report and formal briefing upon 210 days after project initiation with focus on proposed action development.
- Provide final report and formal briefing 240 days after project initiation with focus on the developed ten portfolios (one for each of the ten communities of focus) of strategies for development. The areas of focus include the Upper Coosawhatchie Communities of Allendale, Fairfax, and Brunson, City of Bamberg, City of Barnwell, Beaufort Sea Island Communities of St. Helena Island and Lady's Island, Northern Beaufort County Communities of Sheldon, Lobeco, and Dale, City of Walterboro, Hampton communities of Hampton and Varnville, Town of Yemassee, and Jasper communities of Old Baileys and Norther Jasper County.

Task Two: Stakeholder Engagement

The A/E will attend, present information, and assist with engagement facilitation at two (2) Community Action Team (CAT) public meetings in each of the ten (10) communities of focus for a total of twenty (20) meetings, each lasting up to two hours in length. These meetings will be held at locations selected by each Community Action Team in each of the 10 communities and scheduling will be coordinated with the AGENCY, South Carolina Sea Grant Consortium, and the Community Action Teams.

The A/E will work alongside the AGENCY and South Carolina Sea Grant Consortium specifically on CAT Meeting #2 with focus on gathering more input from the public on each community's risks, vulnerabilities, needs, and priorities, as well as CAT Meeting #3 with focus on priority strategy development. At a minimum, three (3) staff representing the A/E will be present at each of the twenty (20) CAT meetings. The A/E will provide printed material as necessary to include 24 x 36" maps, handouts, name tags, and other materials required for effective engagement.

Task Three: Risk & Vulnerability Assessment Framework

The A/E will develop alongside the AGENCY a data-driven process to assess high-level risk and vulnerability of the Salkehatchie River Watershed. The established methodology will be applied to each of the ten (10) communities of focus to evaluate exposure, sensitivity, and adaptive capacity.

The A/E, in coordination with the AGENCY, will identify appropriate hazard data considerations with focus on First Street Foundation Aggregate Climate Risk. The AGENCY will provide the A/E access to the First Street Foundation data. The A/E will collect and review, alongside the AGENCY, other pertinent data sets including land use, road elevation, and other resources necessary to understand the existing conditions.

The A/E will deliver an approved methodology for Risk and Vulnerability Assessment documented in a PowerPoint slide deck for AGENCY's use in communication with stakeholders.

Task Four: Risk & Vulnerability Assessment Data Collection

The A/E will utilize the approved methodology to build a map series in ArcGIS Online maps to serve as the foundation of the risk and vulnerability assessment. The AGENCY will develop a web-based application that automates mapping and provides evaluation results. The map series will demonstrate existing conditions and areas of focus for each of the ten (10) communities of focus.

The A/E will review hazard projections including future precipitation projections which will be provided by the AGENCY and sea level rise data to evaluate current and future conditions for the watershed. The AGENCY may select additional hazards for analysis.

The A/E will develop a project specific GIS database that will be provided to the AGENCY upon project completion. The GIS database will include community systems including the built environment, social and cultural factors, economic and natural resources, as well as critical and regionally significant assets such as transportation and evacuation routes, critical infrastructure, and emergency facilities.

The A/E will work alongside the AGENCY to understand the AGENCY's review and inventory of local, regional, and state level plans, reports, and studies and other resources necessary to incorporate information on existing conditions within the communities of focus. The A/E will work with the AGENCY to identify and code relevant themes captured within the AGENCY's review that will inform the risk, vulnerability, and resiliency implementation.

The A/E will provide a formal briefing focused on data collection and review to the AGENCY within 60 days of contract award.

Task Five: Apply Vulnerability Assessment

The A/E will utilize the established risk and vulnerability assessment methodology to implement a desktop analysis using GIS to identify hazards and geospatially located assets. The A/E will present information to the AGENCY and CATs to collectively identify prioritized areas of focus for additional investigation.

The A/E will conduct up to thirty site visits total in the region of focus, each community will receive at least one site visit. Locations to be inspected will be identified using the results of the risk and vulnerability assessment as well as information gained from the CATs.

The A/E will evaluate the impacts of social vulnerability to help identify future project prioritization. The A/E will conduct a sensitivity analysis that uses information from the most recent census report, land use information, along with other available State and Federal Tools indicated by the AGENCY.

The A/E will provide a report and formal briefing on Task Five results to the AGENCY within 120 days of contract award.

Task Six: Action Development: Strategy & Project Recommendations

The A/E will identify and develop up to fifty (50) new strategies and solutions across the study area that will help to mitigate hazards and increase resilience. The A/E will consider diverse approaches that include green infrastructure, traditional grey infrastructure, policies and governance activities. The A/E will conduct a comprehensive assessment of the impacts of the determined strategies and solutions that includes the following task in 2.6.

The A/E will conduct a sensitivity analysis using GIS mapping to document information on the effectiveness of the identified strategies in reducing community

vulnerability under higher flood frequency events. The A/E will incorporate the best available data in this analysis to include future projected population change, future projected land cover, and future rainfall patterns that match the expected life extent of the identified solutions.

The A/E will establish a prioritization matrix with input from the AGENCY that informs strategy prioritization and ranking as it relates to flood mitigation potential, critical habitat protection, available funding, opinion of cost, and benefits to socially vulnerable populations.

The A/E will prepare cost estimates for the top two (2) highest ranked priority projects in each of the ten (10) communities, for a total of twenty (20) cost estimates. The A/E will provide a summary report of findings and formal briefing to the AGENCY within 210 days of project award.

Task Seven: Develop and Deliver Portfolios of Strategies and Solutions Per Community of Focus

The A/E will develop ten (10) Portfolios that include the results of the Risk and Vulnerability Assessments and the identified strategies, solutions, and projects; one Portfolio will be developed for each of the communities of focus to include the following items:

The A/E will include process information in each Portfolio including a review of historic flooding and other community hazards, planning parameters associated with the identified resilience measures, documentation of coordination with CATs and other applicable agencies and organizations, data and associated sources incorporated in the analysis, a list of all strategies and solutions considered within the parameters of the program, and the resulting list of the prioritized strategies solutions established during the analysis. The A/E will develop graphics to include maps, tables, and other materials to assist with visualization and functionality of the portfolio for use in communication with decision-makers and the public.

The A/E will provide a graphic representation of the prioritization matrix of identified solutions and strategies. The A/E will include information on the Benefit-Cost Analysis for each prioritized strategy which reflects the benefit achieved by conducting the project.

The A/E will include information gained during the sensitivity analysis of any environmental and community concerns associated with each project. The review will include information on any properties that would be impacted, including buyout, for any recommended project. The A/E will include information on the effectiveness of each identified project with a qualitative and quantitative impact statement that documents the issues that will be resolved or mitigated in future disasters. Per strategy, the A/E will provide a risk assessment and opinion of cost that includes federal, state, and local permitting.

The A/E will provide maps and other supporting graphics to demonstrate the location and scale of proposed strategies and projects that may include nature-based solutions, grey infrastructure, and policy and governance activities. The A/E will provide information in a format that can be utilized for communication with decision-makers and community members in future funding acquisition and planning efforts. The portfolio will be developed by the A/E in coordination with the AGENCY and CATs to prepare the identified strategies and solutions for the next stage of competitive grant and local funding sources.

The A/E will provide the AGENCY ten (10) Risk and Vulnerability Assessments and Portfolios of strategies/solutions for the ten (10) areas of focus within 240 days of project award.

PART 2.0 - RESPONSIBILITIES OF THE AGENCY

The AGENCY, without cost to the A/E, shall do the following in a timely manner so as not to delay the services of the A/E:

Designate in writing a person to act as the AGENCY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the AGENCY'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.

Through its officials and other employees who have knowledge of pertinent conditions, confer with the A/E regarding both general and special considerations relating to the PROJECT.

Assist the A/E by placing at the disposal of the A/E, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

Arrange for access to and make all provisions for the A/E to enter upon public and private lands as required for the A/E to perform its work under this AGREEMENT.

Cooperate with and assist the A/E in all additional work that is mutually agreed upon.

Pay the A/E for work performed in accordance with the terms specified herein.

Select a Public Participation Coordinator (PPC) to develop, organize and implement the public information and participation efforts.

Give prompt written notice to A/E whenever AGENCY observes or otherwise becomes aware of any development that affects the scope or timing of AE's services or any defect or non-conformance of the work of any Contractor(s).

PART 4.0 - TIME OF PROJECT

The A/E will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the AGENCY. The A/E agrees to provide services for the estimated duration of work, starting March 15, 2025 (within 10 days of the execution of this AGREEMENT) and concluding by November 15, 2025.

If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the A/E, the rates and compensation provided for herein shall be subject to equitable adjustment.

If A/E's services are delayed or suspended in whole or in part by the AGENCY for more than three months through no fault of the A/E, A/E shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

PART 5.0 - PAYMENTS TO THE A/E

For services performed under this AGREEMENT, the AGENCY agrees to pay the A/E the lump sum fee of \$300,000.00 for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed upon task completion outlined in Article 2, based upon the services performed as a percent of the total lump sum fee. Within sixty (60) days of contract award, the A/E will bill the AGENCY 25% of the overall contract. Within one-hundred and twenty days (120) of the contract award, the A/E will invoice the AGENCY an additional 25% of the overall contract based upon agreed-upon task completion. Within two-hundred and ten days, the A/E will invoice the AGENCY an additional 25% for a total of 75% of the overall contract. Upon completion of the final deliverable and within two-hundred and forty days (240) of contract award, the A/E will bill the remaining 25% to project completion.

Exhibit A**Exhibit A - Fee Schedule - For Year 2025****HOURLY WORK**

Services shall be provided as requested by the AGENCY.

Associate Position	2025
Principal, Regional Manager, & Regional Director	\$280.00
Senior Team Leader	\$245.00
Team Leader	\$235.00
Senior Project Manager, Senior Technical Specialist	\$200.00
Project Manager	\$180.00
Senior Civil Designer	\$170.00
Senior Project Engineer	\$165.00
Project Engineer, Project Environ. Scientist & Sr. Project Analyst	\$155.00
Engineer 3, Environmental Scientist 3, & GIS Analyst 3	\$150.00
Engineer 2, Environmental Scientist 2, & GIS Analyst 2	\$145.00
Engineer 1, Environmental Scientist 1, & GIS Analyst 1	\$135.00
Resident Inspection/Resident Project Representative	\$125.00
Senior Technical Project Coordinator	\$125.00
Technical Project Coordinator	\$115.00
Engineering Tech & Field Technician	\$105.00

REIMBURSABLE EXPENSES

Reimbursable expenses are billed at cost plus **15%**. Reimbursable expenses may include, but are not limited to, the following items: mileage, accommodations, copies, deliveries (FedEx, UPS, etc.), permit fees, and other project fees that are paid by the A/E.

Direct Expenses	Cost Plus 15%
Sub-Consultant/Contractors	Cost Plus 15%

NOTES:

The rates provided are effective through June 30, 2025.

Mileage is to be billed at the current allowable Federal rate.



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

Supplemental Conditions to the SE-235 Professional Incidental Services Contract

Parties: Agency, South Carolina Office of Resilience
A/E, Weston & Sampson Engineers, Inc.

Contract Document A.1.c.

As a supplemental condition to the execution of the SE-235 Professional Incidental Services Contract between the above-named parties, it is hereby recognized and acknowledged that a prior contract entitled AGREEMENT FOR ENGINEERING SERVICES BY AND BETWEEN THE SOUTH CAROLINA OFFICE OF RESILIENCE AND WESTON & SAMPSON ENGINEERS, INC., was executed on March 18, 2025.

The parties recognize and acknowledge that the prior executed contract was drafted without use of a mandatory SE-235 Professional Incidental Services Contract form as required under the South Carolina Consolidated Procurement Code and applicable state regulations. As the prior contract was not executed utilizing the proper form, containing mandatory obligations, terms, and conditions, as required, the parties recognize and acknowledge that a new contract is needed to be executed so as to properly bind the parties for the engineering services of Weston & Sampson.

Parties recognize and acknowledge that the execution of the prior contract was a mutual mistake; therefore, the parties agree, that as a supplemental condition to the execution of the SE-235 Professional Incidental Services Contract, that the prior contract, signed on March 18, 2025, entitled Agreement for Engineering Services By and Between the South Carolina Office of Resilience and Weston & Sampson Engineers, Inc., is now **rescinded in its entirety**.

The prior contract and those obligations, terms, and conditions are replaced by the SE-235 Professional Incidental Services Contract, to include this A.1.c. supplemental condition, and other documents under A.1.d., RCCCP Scope of Work Supplemental SE235.pdf.