

**WALTERBORO CITY COUNCIL  
RESCHEDULED REGULAR MEETING  
AUGUST 27, 2013  
6:15 PM**

**ATTACHMENT I**

**(Copy of)  
AGREEMENT WITH WOOD+PARTNERS, INC. FOR THE  
DESIGN OF THE I-95 LOOP PROJECT IN THE AMOUNT  
OF \$834,014.38**



South Carolina  
Department of Transportation

August 2, 2013

Mr. Jeffrey V. Lord  
City Manager  
City of Walterboro  
242 Hampton Street  
Post Office Box 709  
Walterboro, South Carolina 29488

Re: Consultant Services Award Concurrence Request  
LPA-22-11 City of Walterboro I-95 Business Loop Streetscape Corridor Phase 1B Project  
File 15.041932 / PIN 41932 - Colleton County

Dear Mr. Lord:

The South Carolina Department of Transportation (SCDOT) has completed the review of the LPA Consultant Services Award Concurrence Request Form and support documentation. The City's request is hereby approved and you are authorized to execute the contract with Wood+Partners, Inc. Please be advised that any supplemental agreements or additional charges pursuant to this contract will not be eligible for reimbursement, and will be the sole responsibility of the City. Once signed, we request that you provide a copy of the executed contract to this office. A copy of the signed LPA Consultant Services Award concurrence Request Form is enclosed for your files.

If you should have any questions, or require additional information, please do not hesitate to contact me at (803) 737-1953.

Sincerely,

B. Yates Jackson, II  
Local Public Agency Administration Engineer

BYJ:seaj

Enclosure

cc: Chris Bickley, Lowcountry Council of Governments  
ec: Machael Peterson, Local Public Agency Administrator  
Sherry Barton, Chief Procurement Officer  
Alan Matienzo, Lowcountry Regional Production Group

File: LPAA/SEAJ/2013Finals/ConsultConcur





# 1

# SOUTH CAROLINA BUSINESS OPPORTUNITIES

April 30, 2012

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A Listing, Published Twice Per Week, of  
Proposed Procurements in Construction,  
Information Technology, Supplies & Services  
As Well As Other Information of Interest to the  
Business Community.

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## STATE HOLIDAY PUBLICATION INFORMATION

Like most State agencies, the office of  
South Carolina Business Opportunities will  
be closed on Thursday, May 10, 2012, in  
observance of Confederate Memorial Day.

Although the office will be closed, a SCBO  
will be published on May 10th. The deadline  
for submitting advertisements for this issue  
is noon, May 9th.

## ARCHITECT / ENGINEERING SERVICES

### I-95 LOOP PROJECT FOR WALTERBORO

The City Of Walterboro is Accepting  
Qualifications for architectural / engineer-  
ing services regarding the design of  
streetscape / intersection improvements  
that reflect an overall conceptual recom-  
mendations plan for Highways 63 & 64  
business loop corridor, to include mast arm  
traffic lights & streetscape enhancements.  
Deliverables will come in two phases in  
order to prioritize funded portions of the  
project.

This Project Will Be Funded all or in part  
through SCDOT Transportation Enhance-  
ment funds, Colleton Transportation Com-  
mission Funds, & City of Walterboro Funds.  
The successful firm shall comply with all  
requirements of the SCDOT Transportation  
Enhancement program. A concept drawing  
is available upon request.

The City Of Walterboro Does Not Dis-  
criminate on the basis of age, color, reli-  
gion, sex, national origin, familial status or  
disability in the admission or access to, or  
treatment or employment in its federally  
assisted programs or activities. Firms sub-

mitting must comply with Title VI of the Civil  
Rights Act of 1964 & must make positive  
efforts to use small & minority owned busi-  
nesses.

In Accordance With The Brooks A-E Act  
& The FAR, the City of Walterboro will pub-  
licly announce the requirements for A-E  
services & will select at least three of the  
most highly qualified firms based on  
demonstrated competence & professional  
qualifications according to specific criteria  
published in the announcement & outlined  
in the RFQ. The City of Walterboro will then  
negotiate a contract at a fair & reasonable  
price starting first with the most highly qual-  
ified firm reviewed.

**Architectural/Engineering Work Scope:**  
The following items will be considered part  
of the Architectural/Engineering Qualifica-  
tions to complete the work.

1. Design: Project plans preparation;  
review as-built drawings & other  
available information; conduct  
surveys of the area; prepare bid  
documents for contractors con-  
sistent with the conceptual draw-  
ings & identify anticipated quanti-  
ties for preferred methods; Con-  
tract documents must specify  
contractor's responsibility to  
demonstrate compliance with  
SCDOT & FHWA requirements.
2. Bid Phase: Advertise project; con-  
duct pre-bid meeting & bid open-  
ing; review bids, evaluate con-  
tractors, & make recommenda-  
tion.
3. Permitting: SCDOT Encroachment  
Permit; Land Disturbance Permit  
or waiver; other permits as may  
be necessary.

**Minimum Qualifications:** To be consid-  
ered for this project, the prime firm that  
would engage in a contract with the City of  
Walterboro must meet the following criteria:  
1. Licensed to practice architecture or engi-  
neering in South Carolina. 2. Licensed (or  
propose a sub-contractor who is) to practice  
surveying in South Carolina. 3. Demonstra-  
tively active in the provision of streetscape  
architectural or engineering services to  
municipal clients for the past 10 years. 4.

Familiarity in working with federally funded  
(SCDOT) projects.

**Deliverables:** It is intended that the design  
will be completed in two phases. First, the  
part of the project referred to as Phase 1-B  
in the available conceptual documentation  
will be prioritized as the funding has already  
been acquired. Second, the remaining  
phases of the project (1C-15). Additionally,  
1. Construction cost estimates & recom-  
mendations on construction methods.  
2. Complete bid packages. 3. Regular sta-  
tus reports by e-mail to owner & project  
administrator. 4. All necessary permits.  
5. Proposed project schedules. 6. General  
Liability Insurance Certificate. 7. Federal  
Tax ID# on IRS Form W9.

**Qualifications to include:** 1. Firm Quali-  
fications Statement. 2. Proposed project team  
(qualifications, etc.). 3. Familiarity with Wal-  
terboro transportation system. 4. Familiarity  
with SCDOT & FHWA regulations. 5. Pro-  
ject approach & proposed schedule. 6. List  
of relevant projects completed in the last  
five (5) years. 7. Demonstrated timeliness in  
similar projects.

#### Method of Award:

Each firm that meets the minimum qualifi-  
cations will be ranked according to the follow-  
ing criteria: Overall experience of the firm, 0  
- 15; Project Team, 0 - 20; Familiarity with  
the City of Walterboro's transportation sys-  
tem, 0 - 15; Familiarity with SCDOT &  
FHWA regulations, 0 - 10; Project Ap-  
proach & Schedule, 0 - 20; Qualifications  
demonstrated by past projects completed  
within SCDOT Rights-of-Way, 0 - 20.

**Qualifications Will Be Ranked & graded**  
on what's submitted. Interviews are not  
anticipated.

The City Of Walterboro Will Select the  
highest ranked firm & begin negotiations  
with that firm regarding scope, schedule, &  
cost of services. If negotiations with the top  
ranked firm are unsuccessful, the City of  
Walterboro will discontinue the negotiations  
& begin negotiations with the second high-  
est ranked firm.

**Women & Minority Owned Firms Are Encouraged to submit qualifications.**

**Five (5) Sealed Copies Of The Qualifications Are Due Back to the City of Walterboro by 10:30am, on May 23, 2012, at which time they will be publicly opened.** Qualifications must not exceed 10 pages in length & must be a minimum of 11 point font. Qualifications must be submitted in a sealed envelope & include the firm's name & project's name to City of Walterboro, Attn: City Manager, RE : I-95 Loop Project RFQ, 242 Hampton St., PO Box 709, Walterboro, SC 29488

Please Contact Charlie Chewing, Public Works Director at (843) 782-1018 if you have any questions about this project.

**CONSTRUCTION**

**Invitation for Construction Bids**

Please verify requirements for non-State agency advertisements by contacting the agency / owner.

Projects expected to cost less than \$50,000 are listed under the Minor Construction heading.

**DESIGN BUILD  
BRIDGE REPLACEMENTS  
IN CHEROKEE, CHESTER, FAIRFIELD,  
LANCASTER, & YORK COUNTIES**

The South Carolina Department Of Transportation (SCDOT) Requests letters of interest & current resume of qualifications from all interested parties experienced in all phases of high-way design & construction to provide road-way & bridge design & construction services for the replacement of eleven (11) bridges in Cherokee, Chester, Fairfield, Lancaster, & York Counties, SC. SCDOT & the Federal Highway Administration will be using the design-build method of contracting for this federal-aid project.

The Scope Of Work For This Project Will include design, permitting, right-of-way acquisition & services, construction, & construction engineering & management. The design work will include, but not be limited to, surveys, preliminary design, hydrologic & hydraulic analysis & design; geotechnical investigation, analysis, & design; roadway design, bridge design, construction staging, signing & pavement markings & any other design work necessary to complete the roadway & bridge plans & specifications to federal & SCDOT standards. Right-of-way services will include right-of-way acquisition & the services necessary to facilitate that acquisition. Construction will include, but not be limited to, all necessary roadway & bridge construction, utility coordination, erosion & sediment control, traffic control, & any other tasks necessary to complete con-

struction. Construction engineering & management, including quality control, will be the responsibility of the design-build team. Quality assurance testing for acceptance & independent assurance testing will be the responsibility of SCDOT.

In Evaluating Qualifications, SCDOT Will Use a two-step process to select a proposer with which to execute a contract for this project. The RFQ represents the first step in the process. After evaluating the submitted qualifications, a maximum of five (5) proposers will be invited to respond to the Request For Proposals (RFP). In evaluating qualifications, SCDOT will consider Management Experience & Approach (30%), Experience of Key Individuals (30%), Past Performance (25%), & Quality Control Plan (15%).

Interested Parties May Obtain A Copy of the Request for Qualifications & an RFQ information package online at: [www.scdot.org/doing/designbuild.shtml](http://www.scdot.org/doing/designbuild.shtml).

Qualifications Must Be Submitted in accordance with the Request for Qualifications. Responsive parties shall submit ten (10) printed & bound copies of the qualifications & one electronic copy of the qualifications (in PDF format) to Susie Bender, Contracts Manager, 955 Park St., R m. 333, Columbia, SC 29201, no later than 2:00pm, May 28, 2011.

**Project Name:** INDUSTRIAL BUILDING 108D E.M.T. RENOVATION  
**Project Number:** H59-N627-JM  
**Project Location:** Greenville  
**Bid Security Required:** Yes  
**Performance Bond Required:** Yes  
**Payment Bond Required:** Yes  
**Description of Project:** Renovation of existing building for the Emergency Medical Technology (EMT) Program on the campus of Greenville Technical College. The renovation will include the rework of all existing spaces into new offices, classrooms & labs. Project will include new finishes, storefront, HVAC, plumbing & electrical. Greenville Technical College supports & participates in the Governor's Minority Business Enterprises program. GTC encourages any & all qualified minority businesses to submit bids for this project. Contractor may be subject to performance appraisal at close of project.  
**Construction Cost Range:** \$500,000 - \$900,000  
**Architect/Engineer:** DP3 Architects  
**A/E Contact:** Anna K. King  
**A/E Address:** 211 East Broad St., Greenville, SC 29601  
**A/E E-mail:** [aking@dp3architects.com](mailto:aking@dp3architects.com)  
**A/E Telephone:** (864) 232-8200, Ext. 1017

**A/E Fax:** (864) 232-7587  
Note: All questions & correspondence concerning this Invitation to Bid shall be addressed to the A/E.

**Bidding Documents/Plans May Be Obtained From:** TPM, 1003 Laurens Rd., Greenville, SC 29607, phone (864) 271-4770 or (800) 922-1145

**Plan Deposit:** \$150.00, refundable  
**Note:** Only those bidding documents / plans obtained from the aforementioned source are official. Bidders rely on copies of bidding documents / plans obtained from any other source at their own risk.  
**Bidding Documents/Plans Are Also on File for Viewing Purposes Only At:**

**AGC:** [www.gags.org](http://www.gags.org) on iBuild  
**Dodge:** Charlotte  
**Pre-Bid Conf./Site Visit:** Not mandatory  
**Pre-Bid Date/Time:** 5/15/12 - 10:00am  
**Place:** Facilities Building 107, 23 Winterberry Court, Greenville, SC 29607  
**Agency/Owner:** Greenville Technical College  
**Agency Procurement Officer:** Bill Tripp  
**Address:** PO Box 5616, Greenville, SC 29608

**E-mail:** [bill.tripp@qvtac.edu](mailto:bill.tripp@qvtac.edu)  
**Telephone:** (864) 250-8112  
**Fax:** (864) 250-8815  
**Bid Closing Date/Time:** 5/31/12 - 2:00pm  
**Place:** Facilities Building 107, 23 Winterberry Court, Greenville, SC 29607  
**Hand Deliver Bids To:** Greenville Technical College, Attn.: Bill Tripp, Facilities Building 107, 23 Winterberry Court, Greenville, SC 29607  
**Mail Bids To:** Greenville Technical College, Attn.: Bill Tripp, MS1071, PO Box 5616, Greenville, SC 29608  
**FedEx/UPS/Overnight Bids To:** Greenville Technical College, Attn.: Bill Tripp, MS1071, 738 South Pleasantburg Dr., Greenville, SC 29607

**Project Name:** RESURFACE E-06  
**PARKING LOT**  
**Project Number:** CUP-4001297  
**Project Location:** Clemson University Main Campus  
**Bid Security Required:** Yes  
**Performance Bond Required:** Yes  
**Payment Bond Required:** Yes  
**Description of Project:** Resurface E-06 Parking Lot on the Clemson campus, including the milling & disposal of existing paving & the application of pavement markings as indicated on the drawings & in the specifications prepared by Land Planning Associates, Inc. Contractor may be subject to performance appraisal at close of project.  
**Construction Cost Range:** \$250,000 - \$350,000

# 2

**REQUEST FOR Qualifications  
for  
Professional Services**

**CITY OF WALTERBORO I-95 LOOP PROJECT**

The City of Walterboro is accepting qualifications for architectural/engineering services regarding the design of streetscape/intersection improvements that reflect an overall conceptual recommendations plan for Highways 63 & 64 business loop corridor, to include mast arm traffic lights and streetscape enhancements. Deliverables will come in two phases in order to prioritize funded portions of the project.

This project will be funded all or in part through SCDOT Transportation Enhancement funds, Colleton Transportation Commission Funds, and City of Walterboro Funds, and the successful firm shall comply with all requirements of the SCDOT Transportation Enhancement program. A concept drawing is available upon request.

The City of Walterboro does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Firms submitting must comply with Title VI of the Civil Rights Act of 1964 and must make positive efforts to use small and minority owned businesses.

In accordance with the Brooks A-E Act and the FAR, the City of Walterboro will publicly announce the requirements for A-E services and will select at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement and outlined in the RFQ. The City of Walterboro will then negotiate a contract at a fair and reasonable price starting first with the most highly qualified firm reviewed.

**Architectural/Engineering Work Scope:**

The following items will be considered part of the Architectural/Engineering Qualifications to complete the work.

**Design**

**1. Project Plans Preparation**

- Review as-built drawings and other available information.
- Conduct surveys of the area.
- Prepare bid documents for contractors consistent with the conceptual drawings and identify anticipated quantities for preferred methods.
- Contract documents must specify contractor's responsibility to demonstrate compliance with SCDOT and FHWA requirements.

**2. Bid Phase**

- Advertise project.
- Conduct pre-bid meeting and bid opening.
- Review bids, evaluate contractors, and make recommendation.

**3. Permitting**

- SCDOT Encroachment Permit
- Land Disturbance Permit or waiver.
- Other permits as may be necessary.

**Minimum Qualifications:**

To be considered for this project, the prime firm that would engage in a contract with the City of Walterboro must meet the following criteria:

1. Licensed to practice architecture or engineering in South Carolina.
2. Licensed (or propose a sub-contractor who is) to practice surveying in South Carolina.
3. Demonstratively active in the provision of streetscape architectural or engineering services to municipal clients for the past 10 years.
4. Familiarity in working with federally funded (SCDOT) projects.

**Deliverables:**

It is intended that the design will be completed in two phases.

First, the part of the project referred to as Phase 1-B in the available conceptual documentation will be prioritized as the funding has already been acquired.

Second, the remaining phases of the project (1C-15).

**Additionally:**

1. Construction cost estimates and recommendations on construction methods.
2. Complete bid packages.
3. Regular status reports by e-mail to owner and project administrator.
4. All necessary permits.
5. Proposed project schedules.
6. General Liability Insurance Certificate
7. Federal Tax ID# on IRS Form W9

**Qualifications to Include:**

1. Firm Qualifications Statement.
2. Proposed Project Team (qualifications, etc.)
3. Familiarity with Walterboro transportation system.
4. Familiarity with SCDOT and FHWA regulations
5. Project approach and proposed schedule.
6. List of relevant projects completed in the last five (5) years.
7. Demonstrated Timeliness in Similar Projects

**Method of Award:**

Each firm that meets the minimum qualifications will be ranked according to the following criteria:

- |  |        |
|--|--------|
| • Overall experience of the firm:  | 0 - 15 |
| • Project Team:  | 0 - 20 |
| • Familiarity with the City of Walterboro's transportation system:                   | 0 - 15 |
| • Familiarity with SCDOT and FHWA regulations  | 0 - 10 |
| • Project Approach and Schedule:   | 0 - 20 |
| • Qualifications demonstrated by past projects completed within SCDOT Rights-of-Way: | 0 - 20 |

Qualifications will be ranked and graded on what's submitted. Interviews are not anticipated.

The City of Walterboro will select the highest ranked firm and begin negotiations with that firm regarding scope, schedule, and cost of services. If negotiations with the top ranked firm are unsuccessful, the City of Walterboro will discontinue the negotiations and begin negotiations with the second highest ranked firm.

**Women and minority owned firms are encouraged to submit qualifications.**

**Five (5) sealed copies of the qualifications are due back to the City of Walterboro by 10:30 AM on May 25<sup>th</sup>, 2012, at which time they will be publicly opened. Qualifications must not exceed 10 pages in length and must be a minimum of 11 point font. Qualifications must be submitted in a sealed envelope and include the firm's name and project's name to the following address/location:**

**City of Walterboro  
ATTN: City Manager  
RE: I-95 LOOP PROJECT RFQ  
242 Hampton Street  
PO Box 709  
Walterboro, SC 29488**

**Please contact Charlie Chewning, Public Works Director at (843) 782-1015 if you have any questions about this project.**



#4

**PROJECT PROPOSAL EVALUATION**  
(To be used by each committee member to evaluate an RFP/RFQ)

ULG/OWNER: City of Walterboro

Project Name & Number: I-95 Loop Project

EXAMPLES OF EVALUATION CRITERIA (For additional criteria add sheets)	RANKING G RANGE	A	B	C	D	E
		a) Overall experience of the firm	0-15	14	14	
b) Project Team	0-20	18	19			
c) Familiarity with City of Walterboro's Transportation System	0-15	10	14			
d) Familiarity with SCDOT and FHWA regulations	0-10	9	9			
e) Project Approach and Schedule	0-20	18	18			
f) Qualifications demonstrated by past projects	0-20	17	18			
TOTAL		86	92			
RANKING OF FIRMS (1, 2, 3, 4, .....) (Transfer to Summary Form) FIRM NAMES:		2	1			
A The Land Plan Group South, Inc.						
B Wood+Partners Inc.						
C						
D						
E						

CC Cheuning, Jr.  
Signature & Print Name

5-31-12  
Date

**PROJECT PROPOSAL EVALUATION**  
 (To be used by each committee member to evaluate an RFP/RFQ)

ULG/OWNER: City of Walterboro

Project Name & Number: I-95 Loop Project

EXAMPLES OF EVALUATION CRITERIA (For additional criteria add sheets)	RANKING RANGE	RANKING				
		A	B	C	D	E
a) Overall experience of the firm	0-15	12	15			
b) Project Team	0-20	15	18			
c) Familiarity with City of Walterboro's Transportation System	0-15	15	15			
d) Familiarity with SCDOT and FHWA regulations	0-10	10	10			
e) Project Approach and Schedule	0-20	16	19			
f) Qualifications demonstrated by past projects	0-20	18	18			
<b>TOTAL</b>		<b>86</b>	<b>95</b>			
RANKING OF FIRMS (1, 2, 3, 4,.....) (Transfer to Summary Form)		2	1			

FIRM NAMES:

- A The Land Plan Group South, Inc.
- B Wood+Partners Inc.
- C
- D
- E

Dennis C. Averkin  
 Signature & Print Name

05/30/12  
 Date

**PROJECT PROPOSAL EVALUATION**  
(To be used by each committee member to evaluate an RFP/RFO)


ULG/OWNER: City of Walterboro

Project Name & Number: I-95 Loop Project

EXAMPLES OF EVALUATION CRITERIA (For additional criteria add sheets)	RANKING (1) RANGE	A	B	C	D	E
		a) Overall experience of the firm	0-15	15	15	
b) Project Team	0-20	15	18			
c) Familiarity with City of Walterboro's Transportation System	0-15	10	12			
d) Familiarity with SCDOT and FHWA regulations	0-10	9	10			
e) Project Approach and Schedule	0-20	10	9			
f) Qualifications demonstrated by past projects	0-20	10	12			
TOTAL		69	76			
RANKING OF FIRMS (1, 2, 3, 4.....) (Transfer to Summary Form)		2	1			

FIRM NAMES:

- A The Land Plan Group South, Inc. Projects Smaller compared to ours / Limited familiarity w/ Walterboro
- B Wood+Partners Inc. Stranger - less exp / Eng not as familiar w/ TS but LHA very familiar / on call list / less system time before decision
- C
- D No project as large as ours but + large - from LPA
- E

 Jeffrey V. Lord  
Signature & Print Name

5/25/12  
Date

Telephone: 843-549-2545  
Fax: 843-549-9795  
Toll Relay: 1-800-735-2905

## City of Walterboro

242 Hampton Street  
Walterboro, South Carolina 29488

Mailing Address:  
Post Office Box 709  
Walterboro, South Carolina 29488-0009

June 1, 2012

Mr. Mark Baker  
Wood+Partners  
7 Lafayette Place  
P.O. Box 23949  
Hilton Head Island SC 29926

Re: I-95 Loop Project

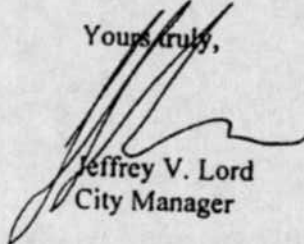
Dear Mr. Baker:

After a thorough review, we found your firm's qualifications to be the most closely aligned with our I-95 Loop Project, and would like to begin negotiations with you. In order to maintain a record of negotiations, all communications must be in writing.

As a starting point, please review the Standard Consultant Agreement and prepare a proposal for our review. If you have any questions regarding the Agreement or the scope of the project please submit them before offering your proposal.

We are pleased you were selected and look forward to working with you.

Yours truly,



Jeffrey V. Lord  
City Manager

JVL:bh

cc: Charlie Chewning  
Dennis Averkin

**Jeffrey V. Lord**

---

**From:** Mark Baker (mbaker@woodandpartners.com)  
**Sent:** Thursday, June 07, 2012 2:27 PM  
**To:** Jeffrey V. Lord  
**Cc:** Kristen Mansfield; Trey Griffin; Todd Theodore  
**Subject:** I-95 Loop Project Cost Estimates  
**Attachments:** Draft Walterboro I-95 Estimate 10-22-10 E Phase 1B & 1C-15.pdf

Jeff, See attached cost estimate numbers by phase for the I-95 loop project. I will call you this afternoon to discuss.  
Thanks,

Mark L. Baker, ASLA  
President




**Wood+Partners Inc.**  
Landscape Architects / Land Planners  
Atlanta ■ Hilton Head Island ■ Tallahassee

Office 843-681-6618, Ext. 245  
Cell 843-338-4360  
[www.woodandpartners.com](http://www.woodandpartners.com)

Click below to view our WEEDS Newsletter or Social Media Sites  
WEEDS | WPI Energy + Environmental Design Solutions

Visit Us:     

 If you print, please recycle.

Telephone: 843-549-2515

Fax: 843-549-9795

TELE Relay: 1-800-735-2905

## City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0009

July 12, 2012

South Carolina Department of Transportation  
Transportation Enhancement Office, Room 424  
Post Office Box 191  
Columbia, SC 29202-0191

Re: I-95 Loop Project (LPA-21-11) In-house Estimate

To whom it may concern,

The City of Walterboro referred to the attached table "Fee Guideline for Architect/Engineer Basic Services" to estimate that the consultant estimate should be between 5.5% and 7% of the estimated construction cost.

As the proposed fee comes to 7.9% of the estimated construction cost and included services that are beyond basic architectural/engineering services (surveying, printing, permitting, etc) we believe that the proposed fee falls well within the in-house estimate.

Respectfully,



Jeffrey V. Lord  
City Manager

**Table 4.1 FEE GUIDELINE FOR ARCHITECT/ENGINEER BASIC SERVICES**

1. This guide is only an aid for state agencies in conducting negotiations to achieve an appropriate fee for basic professional services.
2. This guide is intended for normal construction projects using separate design and construction contracts
3. Fees in this guide include all architectural, normal civil, structural, mechanical, fire protection and electrical engineering services required to provide complete design and construction period services. The fee schedule does not include fees for programming services and services related to Green Building design and certification.
4. This guideline expires December 2, 2009.

Estimated Construction Cost	Projects Below Average Complexity	Projects of Average Complexity	Projects Above Average Complexity
Below \$500,000	negotiated	negotiated	negotiated
\$ 500,000	7.25%	8.25%	9.25%
\$ 750,000	7.00%	7.50%	8.50%
\$ 1,000,000	6.70%	7.20%	8.20%
\$ 1,500,000	6.50%	7.00%	8.00%
\$ 2,000,000	6.30%	6.80%	7.80%
\$ 3,000,000	6.00%	6.65%	7.60%
\$ 4,000,000	5.75%	6.40%	7.30%
\$10,000,000	5.50%	6.10%	7.00%
Over \$10,000,000	negotiated	negotiated	negotiated

The Professional's scope of work on a specific project, the inherent design complexity of the building, and the nature of the work may warrant an upward or downward adjustment to the recommended amount in the guideline.

In addition to negotiating the Basic Services Fee, the Agency should negotiate allowances for any required Additional Services (those not covered by the scope of the Basic Services fee) and for reimbursable expenses.

**L FEES FOR LIMITED SCOPE OR SINGLE DISCIPLINE PROJECTS**

The fee guideline does not apply to limited scope or single discipline projects. The Agency should negotiate fees for such projects in accordance with the scope of work required for the project. Examples of limited scope or single discipline projects include:

1. Equipment installation where the project involves a substantial amount of expensive equipment that is comparatively easy to accommodate;
2. Complex renovations to a building mechanical or electrical systems, with limited shutdown time allowed;
3. Paving or earth moving projects which require relatively little design effort;
4. Re-roofing projects; and
5. Asbestos abatement projects.

**J. UNSUCCESSFUL NEGOTIATIONS**

If the Agency is unable to negotiate an acceptable contract with the highest ranked Professional, the Agency may terminate negotiations. The Agency must provide the highest ranked Professional with written notice of the termination of negotiations. Upon providing written notice of termination to the highest ranked Professional, the Agency may contact the Professional receiving the next highest ranking to initiate negotiations. If the Agency is unable to negotiate an acceptable contract with this Professional as well, the Agency may continue the process in the same manner until the Agency is able to negotiate an acceptable contract. At no time, however, should negotiations include more than one Professional.



August 11, 2012

Mr. Jeffrey V. Lord  
City Manager  
City of Walterboro  
242 Hampton Street  
Walterboro, SC 29488

Re: Walterboro's I-95 Business Loop Corridor Improvements Proposal

Dear Mr. Lord:

We are pleased to have the opportunity to submit our proposal for the Walterboro's I-95 Business Loop Corridor Improvements Project. The detailed scope of work and man-hour estimates are attached and the fee has been broken down into two phase as defined by the Conceptual Recommendations Master Plan for the Highway 63 & 64 Business Loop Corridor covering approximately six miles from I-95 Exit 53 to I-95 Exit 57. Phase I consists of services associated with Phase 1B and Phase II consists of services associated with Phases 1C, 1D, 2A, 2B and 3-15.

WPI has assembled a team including WPI as Prime Consultant and Landscape Architectural services; Davis & Floyd Inc. for Civil, Electrical and Structural Engineering as well as Field Surveying and Permitting services; and Bizzell Design for signage and wayfinding design services; Simmons Irrigation for irrigation design; and Nina Fair of Fair Consulting for specification writing.

WPI proposes to provide the services outlined above on a lump sum fee basis for the services described in Attachments A through E as outlined below:

1. Phase I (Phase 1B).....	\$82,695.39
2. Phase II (Phases 1C, 1D, 2A, 2B and 3-15).....	<u>\$557,423.69</u>
Total Fee .....	\$640,119.08

The detailed scope and fee estimates attached include Attachments B1 through E1 for Phase I and B2 through E2 for Phase II for both Wood+Partners Inc. and Davis & Floyd Inc.

Thank you for selecting the Wood+Partners team. We appreciate this opportunity and look forward to working with you and the City on this exciting project. Please let me know if you have any questions about the services outlined above. As a sign of acceptance, please sign and return this proposal and the attached Agreement Terms and Conditions to WPI.

Sincerely,  
Wood+Partners Inc.

Mark L Baker, ASLA  
President

Attachment

G:\Marketing\_and\_Job\_Development\Proposals\URBAN\H\Walterboro I-95 Loop Project\Proposals & Contracts\Final Contracts\Walterboro I-95 Business Loop Corridor Improvements Proposal .doc



**Walterboro I-95 Loop Corridor Improvements  
Phase II (1C, 1D, 2A, 2B, and 3 through 15)  
Landscape Architectural Services**

11-Jun-12

**FEE SUMMARY BY PHASE FOR PHASE II**

	CONST COST	% OF TOTAL	FEE BY PHASE
1. Phase 1C - S. Jefferies 3-Lane Commercial Village Enhancement (North)	\$ 533,855.00	7.05%	\$ 39,315.36
2. Phase 1D - S. Jefferies 3-Lane Commercial Village Enhancement (South)	\$ 533,855.00	7.05%	\$ 39,315.36
3. Phase 2A - Highway 63 Southern Corridor - Street Lighting and Banners	\$ 37,000.00	0.49%	\$ 2,724.84
4. Phase 2B - Highway 64 Northern Corridor - Street Lighting and Banners	\$ 37,500.00	0.50%	\$ 2,761.66
5. Phase 3 - Signage & Wayfinding Enhancements	\$ 432,000.00	5.71%	\$ 31,814.32
6. Phase 4 - Highway 63 Southern Corridor - Landscaping Enhancements	\$ 429,381.00	5.67%	\$ 31,621.45
7. Phase 5 - Highway 64 Northern Corridor - Landscaping Enhancements	\$ 409,059.00	5.40%	\$ 30,124.85
8. Phase 6 - Bells Hwy Intersection Enhancements	\$ 477,596.00	6.31%	\$ 35,172.21
9. Phase 7 - Robertson Rd Intersection Enhancements	\$ 485,270.00	6.41%	\$ 35,737.35
10. Phase 8 - S. Jefferies - Downtown Corridor Enhancements (Landscape & Hardscape)	\$ 370,598.00	4.90%	\$ 27,292.42
11. Phase 9 - S. Jefferies - Downtown Corridor Enhancements (Mast Arms, Lighting & Signage)	\$ 356,300.00	4.71%	\$ 26,239.45
12. Phase 10 - S. Jefferies 5-Lane Conversion & Ivanhoe Rd Intersection Enhancements	\$ 463,288.00	6.12%	\$ 34,118.50
13. Phase 11 - Beach Road Intersection Enhancements	\$ 509,062.00	6.73%	\$ 37,489.50
14. Phase 12 - Highway 63 Southern Corridor - Median & Bike Lane Enhancements	\$ 557,965.00	7.37%	\$ 41,090.92
15. Phase 13 - Highway 64 Northern Corridor - Median & Bike Lane Enhancements	\$ 565,320.00	7.47%	\$ 41,632.58
16. Phase 14 - Great Swamp Corridor Trail System Enhancements	\$ 711,090.00	9.39%	\$ 52,367.70
17. Phase 15 - Mast Arm Remaining Intersections & Ireland Creek Bridge Enhancements	\$ 660,000.00	8.72%	\$ 48,605.22
	<b>\$ 7,569,139.00</b>	<b>100.00%</b>	<b>\$ 557,423.69</b>

TOTAL FEE PHASE II

**\$ 557,423.69**

June 12, 2013

**I-95 BUSINESS LOOP STREETScape CORRIDOR  
CITY OF WALTERBORO  
COLLETON COUNTY**

General observations:

- Check the following items with the Consultant:
  - o Survey - Consultant 1400 man-hours – Consultant works out to 12 weeks w/ 3 man crew – use Consultant (Nearly 7 miles of survey required)
  - o Road – Consultant 2187 man-hours, work out to 27 weeks for 2 persons - Seems low ask Consultant to verify enough hours specified (18 separate phases = 18 plans sets?)
  - o Landscape – Consultant 410 man-hours – Ask Consultant to verify enough hours specified (*DOT number appeared high to begin with*)
  - o Signal – Consultant 531 man-hours – Consultant seems low - Ask Consultant to verify enough hours specified.
  - o Environmental – Consultant 768 man-hours – Seems high for scope – Ask Consultant to review and support effort (reason for high number).
  - o Encroachment permit – Consultant 182 – work out to 4.5 weeks for permit preparation – seems high. Ask Consultant to review and support effort (reason for high number).
  - o Right-of-Way – Scope for ROW needs to be included in City/Consultant's contract. (Davis & Floyd has subs on pre-approved list that can be used. ROW Man-hours need to be included.)
  
- Overall it appears DOT's estimate was high for Survey, Road, Landscaping and Signal while the consultant was high in Environmental and Encroachment. DOT was low on PM and should adjust closer to 10% of total man-hours – accept Consultant value for this.
  
- When compared to the expected construction cost for all phases, DOT estimate was 10% while consultant was 6%. Six percent may be reasonable for the complexity of the work involved

Additional Comments:

- Direct costs not reviewed nor were rates for direct costs.
- Sub-consultant LS type fees were not reviewed in detail. These were generally small compared to the overall fee.
- An audit of overhead may be required for the prime and sub-consultants.

## Jeff Lord

---

**From:** Jeff Lord <jvlord@walterborosc.org>  
**Sent:** Tuesday, June 18, 2013 12:01 PM  
**To:** Mark Baker  
**Subject:** Updated Scope and Fee schedule

Mark,

After reviewing the updated scope and fee schedule with SCDOT, there are a few items I need you to address:

1. The man-hours for Survey, Road, Landscape and Signal seem low. Please verify that you have enough hours specified.
2. The man hours for environmental and encroachment permit seems high. Please review and support effort (reason for high number).
3. Even though there is no expected ROW acquisition. Please list in scope that it will be added if needed and Davis & Floyd has subs on pre-approved list that can be used.

Thank you,

Jeffrey V. Lord, ICMA-CM  
City Manager  
City of Walterboro  
242 Hampton Street  
Walterboro, SC 29488  
Office:(843)782-1000  
Direct:(843)782-1011  
FAX:(843)782-1006  
[jvlord@walterborosc.org](mailto:jvlord@walterborosc.org)



**Jeff Lord**

---

**From:** Mark Baker <mbaker@woodandpartners.com>  
**Sent:** Tuesday, June 18, 2013 3:17 PM  
**To:** Jeff Lord  
**Subject:** RE: Updated Scope and Fee schedule

Jeff, we will take a look and let you know.

Mark L. Baker, ASLA  
President




**Wood+Partners Inc.**  
Landscape Architects / Land Planners  
11ton Head Island ■ Tallahassee

Office 843-681-6818, Ext. 245  
Cell 843-338-4360  
[www.woodandpartners.com](http://www.woodandpartners.com)

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3. Even though there is no expected ROW acquisition. Please list in scope that it will be added if needed and Davis & Floyd has subs on pre-approved list that can be used.

Thank you,

Jeffrey V. Lord, ICMA-CM  
City Manager  
City of Walterboro

## Jeff Lord

---

**From:** Mark Baker <mbaker@woodandpartners.com>  
**Sent:** Friday, July 12, 2013 8:44 AM  
**To:** Jeff Lord  
**Subject:** Walterboro I-95 Business Loop Agreement  
**Attachments:** Walterboro MFE Agreement for I-95 Loop.pdf

Jeff,

Finally got all documents needed to wrap up this revision.

Feel free to call me if you have any questions or need any additional information. We can't wait to get this exciting project underway!

Thank you,

Mark L. Baker, ASLA  
President




**Wood+Partners Inc.**  
Landscape Architects / Land Planners  
Iton Head Island ■ Tallahassee

Office 843-681-8618, Ext. 245  
Cell 843-338-4360  
[www.woodandpartners.com](http://www.woodandpartners.com)

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July 12, 2013

Mr. Jeffrey V. Lord  
City Manager  
City of Walterboro  
242 Hampton Street  
Walterboro, SC 29488

**Re: Walterboro's I-95 Business Loop Corridor Improvements Proposal**

Dear Mr. Lord:

We are pleased to submit our revised proposal for the Walterboro I-95 Business Loop Corridor Improvements Project. The team for this project includes WPI as Prime Consultant and for Landscape Architectural services; with Bizzell Design for signage and wayfinding design services; Simmons Irrigation for irrigation design; and Nina Fair of Fair Consulting for specification writing; and Davis & Floyd Inc. for Civil, Electrical and Structural Engineering as well as Field Surveying, Environmental and Permitting services; with support from New South, Red Bay Environmental and MA Engineering Sub-Consultants.

In response to SCDOT questions, we have reviewed the scope and man-hours for surveying, road, landscape and signal tasks and verified the hours specified. We also reviewed and adjusted the man hours assigned to the environmental and encroachment permit tasks. In addition, we have listed in the scope that ROW acquisition tasks will be added if needed and included a SCDOT letter stating that Davis & Floyd is on the pre-approved list for this work.

The attached PDF document includes:

1. LPA Agreements for WPI and D&F
2. Man Hour & Fee Estimates for WPI & D&F
3. Sub-Consultant Agreements
4. SCDOT Letter Stating that D&F is pre-approved for ROW Acquisition work.

Thank you for selecting the Wood+Partners team. We appreciate this opportunity and look forward to working with you and the City on this exciting project.

Please let me know if you have any questions about the services outlined above. As a sign of acceptance, please sign and return this proposal and the attached Agreement Terms and Conditions to WPI.

Sincerely,  
Wood+Partners Inc.



Mark L Baker, ASLA  
President

Attachment

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# AGREEMENT AND CONTRACT BETWEEN

The City of Walterboro, SC

&

**Wood+Partners Inc.**

.....  
Revised July 12, 2013

## SECTION I GENERAL RECITALS

THIS AGREEMENT and Contract, made and entered into this Twelfth day of July, 2013, by and between the City of Walterboro, South Carolina, hereinafter referred to as the "City", and Wood+Partners Inc., a S-Corporation organized and existing under and by virtue of the laws of the State of South Carolina and qualified to do business in the State of South Carolina, with its principal office located at 7 Lafayette Place, Hilton Head Island, South Carolina 29926 hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and the South Carolina Department of Transportation, hereinafter "Department", entered into a Local Public Agency Agreement which addresses the responsibilities of the parties thereof under the herein project; and

WHEREAS, City desires to employ a Consultant to furnish personnel and render professional engineering and landscape architectural services for use and benefit of the City in the development of the project as hereinafter more particularly described; and

WHEREAS, the Consultant has represented to the City that the Consultant is experienced and qualified to provide the services contemplated by this Agreement and the City has relied upon such representation; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

## SECTION II SCOPE OF SERVICES REQUIRED OF CONSULTANT

A. **PROJECT DESCRIPTION:** This project will include eighteen (18) Enhancement projects (subdivided as Phases) making up the proposed streetscape / intersection improvements along the 6-mile transportation corridor of SC Route 63 (Bells Highway) and SC Route 64 (Sniders Highway) from I-95 (Exit 53) to I-95 (Exit 57), also known as the *I-95 Business Loop Streetscape Corridor*. This project will be developed and administered by the City of Walterboro as the Local Public Agency (LPA). See Attachment "A" for detailed Scope of Services.

Deliverables will be in two (2) phases in order to prioritize funded portions of the project as indicated below. Services outline herein will be prepared for both phases concurrently and as one project:

1. **CORRIDOR PHASE I** will include the Washington Street and South Jefferies Street Intersection Improvements and the South Jefferies Street and Green Pond Highway Intersection Mast Arm Improvements as Phase 1B in the City of Walterboro's (CITY) Conceptual Recommendations Master Plan.

2. CORRIDOR PHASE II will include all remaining seventeen (17) project areas referred to as Phases 1C, 1D, 2A, 2B, and 3 through 15 in the City of Walterboro's (CITY) Conceptual Recommendations Master Plan.

B. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, the Consultant will provide engineering and landscape architectural services as described in ATTACHMENT "A", SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by the Consultant through its Hilton Head Island office in South Carolina.

### SECTION III. SERVICES OF THE CITY

The City agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B", SERVICES OF THE CITY attached hereto and specifically made a part of this Agreement. Liaison for the City will be through the City Engineer or authorized designee.

### SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this Agreement will be the date of execution as shown in Section I. The Consultant shall begin work upon receipt of the City's written notice to proceed.

Consultant will prosecute all phases of the work in an expedient manner, exclusive of required review time by the City and if applicable the Department and the Federal Highway Administration as set forth in ATTACHMENT "A", SCOPE OF SERVICES AND SCHEDULE. Phase I (1B) and Phase II (1C, 1D, 2A, 2B and 3 - 15) will be prepared concurrently.

### SECTION V. FEE AND COSTS

A. For the services covered under this Agreement, the Consultant shall be compensated by the City as follows:

1. For Consultant's services for this project payment will be on a cost plus fixed fee basis as described above, the actual costs of the Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific work of the Consultant. These may include:

- a. Actual basic salaries of productive personnel for work time directly connected with the project.

- b. Payroll Additives eligible for reimbursement.

- c. The general operating overhead costs of Consultant as determined by audit of Consultant's operations.

- d. The Consultant and their subconsultants shall comply with the Department's Procurement Policy Memorandum (dated February 2, 2011) Implementing FHWA Order 4470.1A, dated October 27, 2010. This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with the Department.



c. Out-of-pocket direct project expenses at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to, travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and reproductions, and computer services. Automobile mileage will be reimbursed at the rate established by the Internal Revenue Service for the period. Only mileage associated with the business use of vehicles will be reimbursed. Any mileage related to personal use by employees (including transportation to and from work) is unallowable. However, if contractually agreed to in advance, mileage associated with travel to a temporary work location may be reimbursed. Generally, a work location is considered to be temporary if the assignment to the new location is expected to last 1 year or less. Billings for any actual out-of-pocket expenses directly identifiable with the project shall be supported by actual account records, expense accounts, receipts and other miscellaneous supporting materials and shall be made available by Consultant for review and audit by the City or their authorized representative.

2. In the event the extent of the Consultant's work effort during subsequent phases of work set forth can be determined with exactness at the time of negotiation, it is mutually agreed by and between the Consultant and the City that compensation to the Consultant will be on a Lump Sum Basis.

3. In the event the extent of the Consultant's studies and work effort during subsequent phases of work set forth cannot be determined with exactness at the time of negotiation, it is mutually agreed by and between the Consultant and the City that compensation to the Consultant will be the basis of the Consultant's actual cost of performing all phases of the work, plus a fixed amount to cover net fee only.

4. For the cost of additional outside services and associate services as may be necessary and as formally approved by the City, the Consultant shall be reimbursed by the City only for the actual cost to Consultant for such services.

5. The City shall not reimburse the Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions or a ceremony in which a written City request and approval has been given to the Consultant to attend for the purpose of speaking and/or presenting purposes, or assisting City staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.

B. The amount of compensation set forth in ATTACHMENT "C" MANHOUR AND FEE ESTIMATE attached hereto and specifically made a part of this Agreement, shall be the maximum payable by the City without prior written authorization from the City to increase the amount. Any such increase may also be subject to the approval of the Department and Federal Highway Administration if federal funds are involved. This Basic Agreement has been subjected to a pre-award audit as considered appropriate by City auditors. See ATTACHMENT "C2" for SUB-CONSULTANT MFE which outlines Davis and Floyd Inc. scope of services and fee for surveying, civil, structural and environmental engineering services.

C. TOTAL COMPENSATION to CONSULTANT under the terms of this Agreement shall not exceed the lump sum maximum amount of \$775,253.59 as set forth in ATTACHMENTS "C" MANHOUR AND FEE ESTIMATE.

D. COST RECORDS. The Consultant, and its authorized subcontractors, shall maintain cost records in such manner as to comply with the policies set forth in Federal-Aid Policy Guide, Chapter 1, Subchapter B, Part 172, Administration of Engineering and Design Related Service Contracts (23 CFR 172) and also in 48 CFR 31 of the Federal Acquisition Regulations, OMB Circular A-102, and other directives as appropriate.

E. PURCHASE AND RENTAL/LEASE. The City considers that the Consultant should have the necessary equipment and other items to perform consultant work described in the scope of services. In those cases where it becomes necessary to purchase, lease, or rent equipment or other items with project funds, prior written City approval is required. All equipment and other items approved by the City for purchase with project funds shall become the property of the City at the completion of the project. The final disposition of the property will be agreed to in writing between the City and the Department.

F. RELOCATION COSTS. Consultant has represented to Department that the Consultant has the necessary personnel to perform the Consultant's scope of services, and the Department has relied upon such representation. In those Department approved cases where it becomes necessary to relocate an employee, Consultant agrees that reimbursable relocation costs are limited to the costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of no less than 12 months) of an existing employee. Reimbursement eligibility must have prior written approval by the City and Department.

G. OVERTIME, EXTRA-PAY SHIFTS, MULTI-SHIFTS. Where the cost to the City may be affected, this Contract should be performed so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts and multi-shifts will be limited to the minimum needed for accomplishment of the specific work and will require prior written approval by the City.

## SECTION VI. MODE OF PAYMENT

A. Monthly Invoices. For services performed in this Agreement, Consultant shall be paid monthly based on an approved invoice of the cost plus fixed fee basis at the time of billing. Monthly or partial payments, at the discretion of the City may have appropriate retainage withheld until completion and acceptance of the work.

B. Acceptable Invoices. The City considers an acceptable invoice to include:

1. An invoice stating time and cost plus fixed fee for work Completed at time of billing.
2. Signature of certification by an authorized representative of the firm.
3. The Department's Project Manager may request additional certifications relating to work performed.

C. Certification of prompt payment to subconsultants. Consultant shall certify on each invoice for payment that the charges thereon are true and correct. The submittal of such invoice shall constitute the Consultant's certification that all subconsultants have incurred the charges shown on the invoice, will be paid within seven (7) days upon receipt of payment from the City, and have been paid for all charges shown on previous invoices.

D. Prompt release of retainage. The Consultant may withhold as retainage up to five (5%) percent of a subconsultant's payment until satisfactory completion of all work items of a subcontract, "Satisfactory completion of all work items of the subcontract" shall mean when the City pays the Consultant for the last work item of the subcontract. The Consultant must release to the subconsultant any retainage withheld within seven (7) calendar days of the date the Consultant receives payment from the City for the last work item of the subcontract.

E. Sanctions for failure to comply. Failure to comply with any of the above prompt payment provisions shall result in one or more of the following sanctions: (1) no further payments being made to the Consultant until compliance is achieved; (2) the Consultant being declared in default of the Contract; (3) the City terminating the Contract in accordance with Section VII, Paragraph (K) of this Agreement.

## SECTION VII. GENERAL PROVISIONS

The City and the Consultant mutually agree as follows:

A. OWNERSHIP OF DOCUMENTS. Basic notes, sketches, charts and other data prepared, furnished or obtained under this Agreement will become the property of the City to use for the intended purpose for which they were produced. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. The City shall retain ownership of all plans, drawings, specifications and related documents.

B. INFORMATION TECHNOLOGY. All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by the City and Department. All systems, software, or information technology developed for this project shall become the sole property of the City and Department upon Contract completion, including any source code. No program management systems, software or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant. The City and Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its subconsultants, under this Agreement.

C. FINDINGS CONFIDENTIAL. Any reports, information, data, etc. furnished to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept as confidential will not be made available to any individual or organization by the Consultant without prior written approval of the City. This section does not prohibit the release of information required under Federal or State "Freedom of Information (FOI)" statutes.

D. REQUIREMENTS FOR CHECKING AND REVIEWING OF PLANS. It is the Consultant's responsibility to produce plans that, to the best of his knowledge, information and belief, conform with all specifications, guidelines and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by the City and Department and if applicable the Federal Highway Administration. All plans, whether preliminary or final, submitted to the City shall have been checked in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and shall have been thoroughly reviewed by the Consultant to be in compliance with these requirements prior to submission to the City.

The spaces provided in the title box labeled "By", "CHK'D" and "REVIEWED BY" shall be signed with the initials of the persons who performed those specific functions on that portion of the project at the time of submittal to the City. In the event that a print of a partially completed sheet is to be submitted, the initials may be added directly to the print rather than being entered on the original drawing.

Once plans have been submitted to the City no changes shall be made unless the City has been notified of the specific change. However, additions to complete the plans may be made provided the

requirements for checking and reviewing are applied. All prints submitted to the City shall have the date of submittal stamped on the title sheet.

The City will perform a general review of the plans only. The City's review does not relieve the Consultant of any responsibility for the completeness, correctness, consistency and accuracy of all information, dimensions, quantities, details, designs and compliance with all specifications, guidelines and requirements of this Agreement. Should any discrepancies, errors or omissions be found at any time, after submittal of the plans, corrections to plans will be made at the Consultant's expense. The Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to the City.

Failure to meet any of the above requirements may result in the withholding of payment until plans are deemed acceptable in the opinion of the City or may be deemed just cause for consideration of termination of this Agreement.

E. **PROGRESS.** The Consultant shall at all times work closely with the designated representatives of the City and shall keep them fully advised as to the status of the work. The Consultant or his authorized representative will be present at all conferences, field inspections and other meetings as may be requested by the City. Conferences or consultations may be called at any time by either party to this Agreement. The plans and work of the Consultant will be available to the City, the Department and if applicable to appropriate representatives of the Federal Highway Administration for review at all times.

F. **QUALITY CONTROL.** All work by Consultant is to be done in a manner satisfactory to City and in accordance with the established customs, practices, and procedures of the City, Department, State of South Carolina, Federal Highway Administration, including compliance with applicable sections of the Department/Federal Highway Administration **STEWARDSHIP AND OVERSIGHT PLAN**, dated November 2007 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-B, as amended. For work involving the development of plans, the Consultant shall implement all necessary quality control measures to produce plans that conform to the DEPARTMENT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to the DEPARTMENT, all plans shall be thoroughly reviewed by the CONSULTANT for completeness, correctness, accuracy and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. CONSULTANT shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to the DEPARTMENT upon request.

G. **INSPECTION OF WORK.** The City, Department and their authorized representatives shall have access to and the right to inspect all project work and materials during regular business hours of the Consultant. The Consultant and its subcontractors shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at its respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by the City, if applicable any authorized representative of the Department and the Federal Highway Administration, and copies thereof shall be furnished if requested.

H. **CHANGES IN CONTRACT.** The City may desire Consultant to render services for changes in connection with this project in addition to that provided for by the express provisions of this Agreement. Such additional services for changes will require a contract modification, setting forth the nature and scope of such additional services and the compensation therefore, as determined by mutual agreement between City and Consultant. Work under such contract modification shall not proceed until formally approved by the City and if applicable the Department and the Federal Highway Administration.

I. DELAYS AND EXTENSIONS. The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

J. FAILURE TO MAINTAIN SATISFACTORY PROGRESS. The Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in the Contract. The City may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in the Contract.

The City's Program Manager may make a preliminary finding of delinquency if at any time the Consultant has not met the schedules, milestones, or completion dates established in the Contract, and it appears unlikely that the work will be completed by the specified date. Upon review of the preliminary finding of delinquency, the City's Program Manager may issue a Preliminary Notice of Delinquency. The Consultant will have 15 days to present information to the City as to why the Consultant should not be found delinquent. This information should contain a specific plan of action to meet the Contract schedules, milestones, and completion dates and/or show circumstances beyond the Consultant's control that have directly affected the Consultant's ability to meet the commitments in the Contract. Upon review of the information submitted, the City's Program Manager will make a determination to place or not place the Consultant in a delinquent status. If a determination of delinquent status is made, the City's Program Manager will issue a Final Notice of Delinquency. A Consultant receiving a Final Notice of Delinquency may appeal within 15 days to the City's Manager for a review of the delinquent status. A Consultant receiving a Final Notice of Delinquency may be terminated under the terms of this Agreement.

K. TERMINATION OF CONTRACT:

1. This Contract may be terminated by the City at any time for the convenience of City by written notice to Consultant specifying the termination date of the Contract. In the event of such termination of the Contract by the City, the Consultant will be compensated on a quantum meruit basis for its work satisfactorily performed through the termination date.

2. Consultant also has the right to terminate this Contract if the City unreasonably fails to timely provide the service required of City under scope of services or unreasonably fails to make timely payment for consultant services rendered. In the event of such termination which is not the fault of Consultant, City shall pay to Consultant the compensation properly due including reasonable overhead and profit on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred as a result of the termination.

3. In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Contract on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of City, or if Consultant violates any of the terms, covenants, or provisions of this Contract, City shall have the right to terminate this Contract by giving seven (7) days notice in writing of the termination and date of such termination to Consultant. The City shall have the sole discretion to permit the Consultant to remedy the cause of the contemplated termination without waiving the City's right to terminate the Contract. All drawings, specifications, and other documents relating to the design or supervision of consultant work shall be surrendered forthwith by Consultant to City. City may take over work to be done under this Agreement and prosecute the work to

completion by contract or otherwise, and Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination.

L. DISPUTES. In any dispute concerning a question or fact in connection with the work of this Agreement, or compensation therefore, the decision of the Deputy Secretary for Engineering in the matter shall be final and conclusive for both parties.

M. RESPONSIBILITY FOR CLAIMS AND LIABILITY. The Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless the City and other agencies of government from claims and liability due to negligent acts of the Consultant, its subcontractors, agents or employees in connection with the prosecution and completion of the work covered by this Agreement.

Consultant shall, until this Agreement has been fully performed or until it has been terminated by City, take out and maintain as a normal business expense Liability and Professional Errors and Omissions Insurance with coverage in the amount not less than customarily carried by any party in the performance of similar work and Public Liability and Property Damage Insurance with coverage in the amount not less than customarily carried by any party in the performance of similar work and in such form and with such insurance carriers as are available to it and acceptable to City. Consultant will secure and maintain such insurance, including vehicular insurance, as will protect it from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees, and for claims for damages because of injury to or destruction of tangible property including loss of use resulting there from.

N. GENERAL COMPLIANCE WITH LAWS. The Consultant and its subcontractors shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations affecting the conduct of the work.

O. SUBLETTING, ASSIGNMENT OR TRANSFER. The Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Contract, without prior written consent of the City. Such consent does not release or relieve the Consultant, as principal, from any of its obligations and liabilities under this Agreement.

Subconsultant agreements are attached in ATTACHMENTS "C" & "C2" MANHOOR FEE ESTIMATES WITH SIGNAGE, IRRIGATION AND ENGINEERING, ENVIRONMENTAL, LAND SURVEYING, CONSULTANT AND SUBCONSULTANT FEES. All Contract provisions shall be furnished to all subconsultants and shall apply to all subconsultant agreements.

P. ETHICS ACT. By execution of this Agreement Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee — Section 8-13-790, (b) Recovery of kickbacks — Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official — Section 8-13-720, (d) Use or disclosure of confidential information — Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids — Section 8-1 3-1 150, (f) Solicitation of state employees — Sections 8-13-755, 8-13-760 and 8-13-725.

Q. DRUG FREE WORK PLACE CERTIFICATION. By execution of this Agreement Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

R. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

S. TITLE VI CIVIL RIGHTS ACT OF 1964. During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: Consultant, with regard to work performed by it after award and prior to completion of the Contract work, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.

4. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City and/or Department to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to City and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of Consultant's non-compliance with the non-discrimination provisions of this Contract, City and/or Department shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

a. Withholding of payments to Consultant under the Contract until Consultant complies, and/or

b. Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs I through 6 in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Regulations, or directions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as City, may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City and/or Department to enter into such litigation to protect the interest of the City and/or Department and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

F. MINORITY BUSINESS ENTERPRISE.

1. Policy: It is the policy of the Department to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. This Contract is subject to the provisions of the Department's DBE program and 49 CFR part 26.

2. Consultant/Subconsultant assurances: either the consultant, nor its subconsultants, shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.

3. Quoter information: At the conclusion of this Contract, the Consultant shall submit to Department the names and addresses of all subconsultants who quoted subcontracts for this Contract.

4. Reports on Subconsultant payments. At the conclusion of this Contract, the Consultant shall report to City all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.

U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Consultant shall comply with Executive Order 11246, as amended by the Executive Order 11375, and as supplemented by Department of Labor Relations (41 CFR, Part 60) (OMB Circular A-102; Attachment O; Part 14C) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

V. PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS. The City will not consider for award any proposal submitted by any consultant, and will not consent to subletting any portions of the Contract to any subconsultant, of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurements for public works projects. For the purpose of this Special Provision, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a consultant or subconsultant of such foreign country.



W. COMPLIANCE CONCERNING ILLEGAL ALIENS. By execution of this Agreement the Consultant as the prime consultant does hereby agree:

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
2. to provide City with any documents required to establish such compliance upon request; and
3. to register and participate and require agreements *from* sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

X. SUCCESSORS AND ASSIGNS. City and Consultant each binds itself, its successors, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.

Y. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the parties and, except for contract modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the parties relating to this work. The execution of this Agreement by the parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

### CERTIFICATION OF CONSULTANT

I hereby certify that I am the / a duly authorized representative of the Consultant and that neither I nor the above consultant I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).
4. been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department, state department or agency thereof. The Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

I acknowledge that this certificate is to be furnished to the City, Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

### **CERTIFICATION OF WOOD+PARTNERS INC.**

I hereby certify that I am the President of Wood+Partners, an S-Corporation of the State of South Carolina and that the above Consultant or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Department, Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

### **CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Signed, sealed and executed for the Consultant:

WITNESS:

\_\_\_\_\_

**Wood+Partners Inc.**

(Consultant's Legal Name)

By:



Mark L. Baker

Title: President

Federal ID No: 57-0869638

Signed, Sealed and executed for the City:

WITNESS:

\_\_\_\_\_

**CITY OF WALTERBORO**

By:

Jeff Lord

Title: City Manager

## **ATTACHMENT "A"**

### **SCOPE OF SERVICES & SCHEDULE I-95 BUSINESS LOOP STREETSCAPE CORRIDOR CITY OF WALTERBORO, COLLETON COUNTY**

Revised July 12, 2013

#### **SCOPE OF SERVICES**

Eighteen (18) Enhancement projects (subdivided as Phases) making up the proposed streetscape / intersection improvements along the 6-mile transportation corridor of SC Route 63 (Bells Highway) and SC Route 64 (Sniders Highway) from I-95 (Exit 53) to I-95 (Exit 57), also known as the *I-95 Business Loop Streetscape Corridor*. This project will be developed and administered by the City of Walterboro as the Local Public Agency (LPA).

Deliverables will be in two (2) phases in order to prioritize funded portions of the project as indicated below. Services outline herein will be prepared for both phases concurrently and as one project:

**CORRIDOR PHASE I** will include the Washington Street and South Jefferies Street Intersection Improvements and the South Jefferies Street and Green Pond Highway Intersection Mast Arm Improvements as Phase 1B in the City of Walterboro's (CITY) Conceptual Recommendations Master Plan.

**CORRIDOR PHASE II** will include all remaining seventeen (17) project areas referred to as Phases 1C, 1D, 2A, 2B, and 3 through 15 in the City of Walterboro's (CITY) Conceptual Recommendations Master Plan.

#### **DESCRIPTION OF PROJECTS**

##### **Phase 1B - Intersection Improvements at W. Washington Street & South Jefferies Boulevard and at Green Pond Highway & South Jefferies Boulevard and South Jefferies Street Median, Sidewalk, and Landscape Improvements**

This project consists of replacement of wire strung traffic lights at the intersection of SC Route 63 (South Jefferies Boulevard) @ W. Washington Street and the intersection of SC Route 63 (South Jefferies Boulevard) @ SC Route 303 (Green Pond Highway) with decorative mast arm traffic lights; construction of W. Washington Street intersection brick pavement and crosswalk enhancements; W. Washington Street intersection pedestrian pavement, street trees and limited landscaping; construction of brick walls and columns with site furnishings; installation of brick paved median along South Jefferies (from Hampton St. to Benson St.); and widen Court House sidewalk along South Jefferies Street with palm trees; addition of way-finding signage at W. Washington Street intersection. Assumes Phase 1B services provided concurrently with all remaining phases.

**Tasks Involved:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12

##### **Phase 1C - S. Jefferies Boulevard 3-Lane Commercial Village Enhancements (North)**

This project consists of removal of asphalt swales, converting 5-lane road to 3-lane and on-street parallel parking; construction of 12' pedestrian sidewalks with brick borders, street trees, crosswalks, landscaped and stamped asphalt medians, bike lane and way finding facilities. Work to be completed from Elizabeth Street & Moore Street to the midblock between Varn Street & May Street.

Tasks Involved: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12

**Phase 1D – S. Jefferies Boulevard 3-Lane Commercial Village Enhancements (South)**

This project consists of removal of asphalt swales, converting 5-lane road to 3-lane and on-street parallel parking; construction of 12' pedestrian sidewalks with brick borders, street trees, crosswalks, landscaped and stamped asphalt medians, bike lane and way finding facilities. Work to be completed from the midblock of Varn and May Street to Perry/Beachwood Road.

Tasks Involved: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12

**Phase 2A – SC Route 63 (Southern Corridor) – Street Lighting and Banners**

This project consists of coordinating with SCE&G for decorative street lighting, decorative pedestrian lighting and pole mounted banners from I-95 Exit 53 (City boundary) to Elizabeth/Moore Street (excluding Beach Road intersection, Ivanhoe Road intersection and S. Jefferies 5-lane section from De Treville Road to Perry/Beachwood Road). It is assumed that SCE&G will provide all electrical engineering, design and installation for this work. The CONSULTANT will assist with fixture selection and conceptual fixture placement and coordinate designs with SCE&G. Engineering services for miscellaneous pedestrian level lighting and site electrical improvements will also be provided by SCE&G. The consultant will design and specify banners.

Tasks Involved: 1, 7, 8, 10, 11 and 12

**Phase 2B – SC Route 64 (Northern Corridor) – Street Lighting and Banners**

This project consists of decorative street lighting, decorative pedestrian lighting and pole mounted banners from Elizabeth/Moore Street to I-95 Exit 57 (City boundary) (excluding downtown S. Jefferies Boulevard from Elizabeth/Moore Street to Paul Street, Ireland Creek, Bells Highway intersection and Robertson Boulevard intersection). It is assumed that SCE&G will provide all electrical engineering, design and installation for this work. The CONSULTANT will assist with fixture selection and conceptual fixture placement and coordinate designs with SCE&G. Engineering services for miscellaneous pedestrian level lighting and site electrical improvements will also be provided by SCE&G. The consultant will design and specify banners.

Tasks Involved: 1, 7, 8, 10, 11 and 12

**Phase 3 – Signage and Wayfinding**

This project consists of primary gateway signage; secondary gateway signage; city welcome signs; wayfinding; downtown parking signage; oversized downtown street signs for the entire SC Route 63 / SC Route 64 corridors (excluding Beach Road gateway signage, downtown S. Jefferies Boulevard signage from Elizabeth/Moore Street to Paul Street, Bells Highway gateway signage and Robertson Boulevard gateway signage).

Tasks Involved: 1, 2, 4, 8, 10, 11 and 12

**Phase 4 – SC Route 63 (Southern Corridor) – Landscaping Enhancements**

This project consists of street tree planting; road edge accent plantings; native plants; wildflowers; limited irrigation; and landscape bed preparation from I-95 Exit 53 (City boundary) to Elizabeth/Moore Street (excluding Beach Road intersection, Ivanhoe Road intersection and S. Jefferies 5-lane section from De Treville Road to Perry/Beachwood Road).

Tasks Involved: 1, 2, 6, 8, 10, 11 and 12

**Phase 5 – SC Route 64 (Northern Corridor) – Landscaping Enhancements**

This project consists of street tree planting; road edge accent plantings; native plants; wildflowers; limited irrigation; landscape bed preparation and limited landscape/color stamped asphalt medians and bike lane restriping from Elizabeth/Moore Street to Paul Street (excluding road edge street trees along S. Jefferies from Elizabeth/Moore Street to Paul Street; Bells Highway intersection and Robertson Boulevard intersection).

Tasks Involved: 1, 2, 6, 8, 10, 11 and 12

**Phase 6 – Bells Highway and N. Jefferies Boulevard – Intersection Enhancements**

This project consists replacement of wire strung traffic lights with decorative mast arm traffic lights; pedestrian brick pavement and crosswalk enhancements; street tree planting and limited landscaping; brick walls and columns; adjacent landscaped and color stamped asphalt medians; secondary gateway signage; bike restriping; and site furnishings.

Tasks Involved: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12

**Phase 7 – Robertson Boulevard & Bells Hwy Intersection - Intersection Enhancements**

This project consists replacement of wire strung traffic lights with decorative mast arm traffic lights; pedestrian brick pavement and crosswalk enhancements; street tree planting and limited landscaping; brick walls and columns; adjacent landscaped and color stamped asphalt medians; secondary gateway signage; bike restriping; and site furnishings. Work also includes replacement of open swale on Bells Highway (between Dalewood/Josie Drive) with underground storm drainage.

Tasks Involved: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12

**Phase 8 – S. Jefferies (Downtown Corridor) Enhancements – Landscape & Hardscape**

This project consists of street tree planting; limited site furnishings; widen sidewalks to 8' and 12' with brick and tabby; painted crosswalks and brick paved pedestrian pavement at intersections (excludes mast arms, street lighting and wayfinding signage) from Elizabeth/Moore Street to Paul Street.

Tasks Involved: 1, 2, 3, 4, 6, 9, 10, 11 and 12

**Phase 9 – S. Jefferies (Downtown Corridor) Enhancements – Mast Arms, Lighting & Signage**

This project consists of secondary gateway signage; wayfinding; parking signage; oversized street signs; decorative street lighting; decorative pedestrian lighting, banners and mast arm street lights at Hampton Street and Wichman Street intersections.

Tasks Involved: 1, 2, 4, 7, 8, 10, 11 and 12

**Phase 10 – S. Jefferies 5-Lane Conversion & Ivanhoe Road Intersection – Enhancements**

This project consists of conversion of a 5-Lane section of S. Jefferies (from De Treville Road to Beachwood Parkway) from an asphalt swale/shoulder to curb/sidewalk. The Ivanhoe Road intersection enhancements includes street tree planting; removal and replacement of existing landscaping and fencing at Ivanhoe intersection with wildflowers; native landscaping and brick/tabby fencing and columns; landscaped and color stamped asphalt medians at 5-lane conversion; bike lane restriping; replacement of curb & gutter; 6' sidewalks; painted crosswalks; brick paving at De Treville intersection in front of cemetery; and asphalt pavement repairs.

Tasks Involved: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12

**Phase 11 – Beach Road – Intersection Enhancements**

This project consists replacement of wire strung traffic lights with decorative mast arm traffic lights; crosswalk enhancements; street tree planting; native landscaping and wildflowers; brick/tabby walls and columns; fencing; grassing; adjacent landscaped and color stamped asphalt medians; secondary gateway signage; bike restriping; limited site furnishings. This phase cannot be designed or implemented until US 17A is realigned to tie with Beach Road. This intersection improvement project is not part of this scope and will be performed by SCDOT or others.

Tasks Involved: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12

**Phase 12 – SC Route 63 (Southern Corridor) – Median and Bike Lane Enhancements**

This project consists of landscaped medians; color stamped asphalt; landscape triangle traffic islands; bike lane restriping from I-95 Exit 53 (City boundary) to Elizabeth/Moore Street (excluding Beach Road intersection, Ivanhoe Road intersection and S. Jefferies 5-lane section from De Treville Road to Perry/Beachwood Road and 3-lane section from Perry/Beachwood Road to Elizabeth/Moore Street)

Tasks Involved: 1, 2, 3, 4, 6, 10, 11 and 12

**Phase 13 – SC Route 64 (Northern Corridor) – Median and Bike Lane Enhancements**

This project consists of landscaped medians; color stamped asphalt; landscape triangle traffic islands; bike lane restriping from Elizabeth/Moore Street to I-95 Exit 57 (City boundary) (excluding S. Jefferies downtown corridor from Elizabeth/Moore Street to Paul Street; Bells Highway intersection and Robertson Boulevard intersection).

Tasks Involved: 1, 2, 3, 4, 6, 10, 11 and 12

**Phase 14 – Great Swamp Corridor Trail System Enhancements**

This project consists of bridge enhancements; concrete pathways; painted crosswalks; brick/tabby columns; and limited site furnishings. It is assumed that the great swamp boardwalk system will be designed by the City and constructed off of SCDOT Right-of-Way. The CONSULTANT will assist with pathway connections at each end of the boardwalk and coordinate designs with the City.

Tasks Involved: 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12

**Phase 15 – Mast Arm Remaining Intersections & Ireland Creek Bridge Enhancements**

This project consists of replacement of wire strung traffic lights with decorative mast arm traffic lights at Ireland Creek, Heirs Loop, I-95 southbound ramp and Wal-Mart Drive intersections. Work also includes brick enhancements to Ireland Creek Bridge (street lighting will not be added to the bridge).

Tasks Involved: 1, 2, 3, 5, 8, 9, 10, 11 and 12

**TASKS TO BE PERFORMED**

- TASK 1: PROJECT MANAGEMENT / COORDINATION
- TASK 2: SURVEYING AND MAPPING
- TASK 3: ROADWAY DESIGN AND PLAN DEVELOPMENT
- TASK 4: PAVEMENT MARKING AND SIGNING PLANS
- TASK 5: STRUCTURAL PLAN
- TASK 6: LANDSCAPE AND IRRIGATION PLAN
- TASK 7: SIGNAL PLANS & STREET LIGHT FIXTURE COORDINATION
- TASK 8: UTILITY COORDINATION
- TASK 9: ENVIRONMENTAL SERVICES
- TASK 10: RIGHT-OF-WAY ACQUISITION SERVICES
- TASK 11: ENCROACHMENT PERMITTING SERVICES
- TASK 12: CONSTRUCTION SERVICES

NOTE: PREVIOUS TASK 7 OMITTED: LIGHTING PLAN OMITTED, BUT STREET LIGHT FIXTURE COORDINATION ADDED TO TASK 8 (Lighting Plans & Designs are to be provided by SCE&G).

**PROJECT SCHEDULE FOR PHASES 1B, 1C, 1D, 2A, 2B & 3-15:**

The project schedule shall be as follows:

Notice to proceed	
Project Kick-Off Meeting	2 Weeks after NTP
Field Surveys	3 Months after NTP
Public Meeting	4 Months after NTP
Design Development Plans Complete	8 Months after NTP
SCDOT Preliminary Review & Comment Period	10 Months after NTP
Easement Exhibits	11 Months after NTP
Construction Plans	12 Months after NTP
Permitting & Submittals	15 Months after NTP
Project Bidding	When Funding Available

The CONSULTANT shall perform all the design work required as per the schedule indicated above. The project is to be completed within 15 months from written Notice to Proceed.

These tasks are detailed in the following sections.



## **TASK 1: PROJECT MANAGEMENT / COORDINATION**

Project goals and objectives will be determined through coordination between the CONSULTANT and the City of Walterboro (the CITY). The process will include the following duties:

- A. Coordinate with the CITY's Program Manager. Arrange and attend project meetings, conferences and on-site review meetings. Prepare and distribute meeting minutes.
- B. Manage and monitor the project schedule as set forth in the contract. Keep the CITY up to date on the schedule and items that may affect the overall project schedule.
- C. Provide the CITY with a project cost estimate as requested.
- D. Prepare monthly invoices for CITY review, approval and payment. Review subconsultant invoices and cost submittals included for payment in monthly invoices. Monitor payments to subconsultants' services provided.
- E. Provide monthly status reports detailing the progress of the project to include milestones reached and issues encountered and satisfactorily resolved during the previous month.
- F. Provide overall management of all design efforts including the management of the CONSULTANT'S subconsultants and team members. Monitor subconsultant activities and adherence to overall project schedule and budget.
- G. Coordinate activities and design with other involved Agencies.
- H. Implement quality assurance and quality control measures to produce plans that conform to the South Carolina Department of Transportation (SCDOT) and Federal Highway Administration (FHWA) guidelines and standards.

### *Assumptions:*

- 1) 2 City meetings, additional on an 'as-necessary' basis.
- 2) 2 City Council meetings.
- 3) 2 miscellaneous meetings.

### *Deliverables:*

- 1) Monthly status reports will be provided.
- 2) Meeting minutes.

## **TASK 2: SURVEYING AND MAPPING**

The survey shall be performed to the requirements of the SCDOT Survey Manual, latest edition. The project limits for the surveying services are as follows:

**The survey limits for I-95 Business Loop Corridor** are defined as being from the beginning City boundary limits at I-95 Exit 57 along SC Route 64 (Bells Highway/North Jefferies Boulevard) continuing along SC Route 63 (South Jefferies Boulevard/Snidens Highway) to the City boundary limits at I-95 Exit 53, including 20 intersecting side roads.

Note: Mainline Length is approximately 6.41 miles (33,826 LF); Total Side road Length is approximately 0.76 miles (4,000 LF); for a Total Surveying Distance of approximately 7.17 miles (37,826 LF).

### *Assumptions:*

- 1) Field surveys for property closures will not be performed.
- 2) Drainage easement surveys of existing drainage easements more than 75' beyond the project area or proposed drainage easements are not included.
- 3) A detailed survey and DTM suitable for generating cross sections will only be provided for Phases 1B, 1C, 1D, 7, 8, and 10. The total length of these phases is approximately 7200 linear feet.
- 4) A survey suitable for landscaping, signing, and pavement marking modification will be provided on the remaining estimated 26,630 linear feet to be surveyed.

*Deliverables:*

- 1) *The CONSULTANT will provide a CD containing all survey files in C.A.D.*

**TASK 3: ROADWAY DESIGN AND PLAN DEVELOPMENT**

**PRELIMINARY DESIGN PLANS**

- A. The CONSULTANT will prepare preliminary design plans for the projects where applicable. Development of preliminary plans will begin immediately upon receipt of survey data.
- B. The CONSULTANT will develop a design criteria report for the CITY's approval.
- C. Where applicable, the CONSULTANT will establish the roadway alignment and profile in sufficient detail and in the appropriate format, in order to clearly illustrate significant design features of the project.
- D. The CONSULTANT will record traffic counts at up to 9 existing intersections with Phase 1C and Phase 1D and create a Synchro model to show the effects of reducing this section of roadway from a 5-lane section to a 3-lane section with street parking. Unsignalized intersections in this section will be counted as well to demonstrate where turn lanes may be required.
- E. The CONSULTANT will identify existing drainage areas and ensure that these areas will properly drain after new construction. It is assumed that significant drainage work will only be required in Phases 1B, 1C, 1D, 7, and 10. If necessary, drainage design work will include (but not limited to):
  - 1) Including drainage structures on preliminary plans and profiles;
  - 2) Conduct a field drainage review (locate outfalls, etc.);
  - 3) Provide any drainage design, study, etc. (if necessary).
- F. Preliminary plans will be developed and serve as the base documents for further refinement into final construction plans and documents.
- G. The preliminary design plans shall contain sufficient details of pertinent physical features to illustrate the design which will include:
  - 1) Detail plan layout; including all geometric data;
  - 2) If necessary, section on structure type, size and centerline location;
  - 3) Horizontal and vertical alignments;
  - 4) Typical sections;
  - 5) Limits of existing right-of-way and adjacent properties;
  - 6) Type, size and location of major above ground utility facilities
  - 7) Drainage structure details (if necessary);
  - 8) Preliminary cross-sections per SCDOT standards (if necessary, assuming only required for Phase 1B, 1C, 1D, 7 and 10);
  - 9) Limits and configuration of proposed right-of-way (if necessary);
  - 10) Preliminary cost estimate.
- H. Representatives from the CITY and the CONSULTANT, involved in project will perform one (1) Design Field Review (DFR) meeting during the preliminary design plan development. All information gathered during field investigations will be evaluated and the plans revised accordingly.

*Assumptions:*

- 1) *The CITY to provide one round of written comments after initial submittal.*
- 2) *One Design Field Review at the completion of 30% plans.*
- 3) *The typical section(s) will be submitted for approval to the CITY prior to preliminary design plan submittal.*
- 4) *Assumes the designs will be able to be accomplished without major outfall improvements and drainage easement acquisitions.*
- 5) *Assumes no cross slope correction of pavement slopes will be provided.*

- 6) Assumes no median drainage will be required and landscaped medians will only be added in sections of "normal crown".
- 7) Curb profiles will not be required for landscaped medians added as the lip of curb will match the existing asphalt pavement.
- 8) Roadway cross sections will only be provided for Phases 1B, 1C, 1D, 7, 8, and 10. These areas will also be the only areas where detailed drainage design is required.
- 9) Assumes no roadway profile correction will be required. If the profile is less than 0.3% in sections 1B, 1C, 1D, 7, 8, and 10, additional drainage inlets will be added to control gutter spread and no profile correction with asphalt leveling will be required.
- 10) No drainage major drainage improvements will be required for Phases 2, 3, 4, 5, 6, 9, 11, 12, 13, and 15.
- 11) Phase 14 is not included within this contract.

*Deliverables:*

- 1) Ten (10) half-size sets of Preliminary Design Plans. One (1) electronic copy of all Microstation files upon request.
- 2) One (1) CD/electronic copy (PDF).
- 3) Cost estimate.

The CONSULTANT will prepare and incorporate a pedestrian crosswalk design within the project development plans as described in the project's workscope.

The proposed design will include the following items:

- 1) Intersection layout (including equipment placement, general and intersection specific notes);
- 2) Special provisions along with SCDOT standard signal specifications;
- 3) Bid quantities with a cost estimate.

Design shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) – 2009 edition; SCDOT Specifications (2007); SCDOT Standard Drawings; and any applicable SCDOT supplemental specifications. The latest edition of each design manual or guide will be used if these are not the most current.

#### FINAL CONSTRUCTION PLANS

A. The CONSULTANT will further develop the approved Preliminary Design Plans into Final Construction Plans consisting of:

- 1) A cover sheet showing a location map, project layout, and index of drawings;
- 2) Typical roadway sections for the mainline and crossroads for each significant change in sections. These sections will show dimensions, a pavement schedule, and the stations over which the section applies. Also, the minimum Design Speed Criteria, and any exceptions (horizontal and vertical) to this criteria, should be shown in the box located in the lower right-hand corner on the first typical section sheet only;
- 3) ROW area data sheet (if necessary), a summary sheet of all estimated bid quantities, and reference data sheet(s) with pertinent survey data;
- 4) Details, including applicable SCDOT standards, general construction notes, and additional clarifying construction details;
- 5) A general inclusion sheet of clarifying or explanatory notes;
- 6) Roadway and drainage plan/profile sheets, at a scale of 1 inch equals 50 feet horizontal, and 1 inch equals 10 feet vertical, showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, curb and gutter, curb and gutter profiles, medians, sidewalks,

driveways, construction limits, drainage, tight-of-way, control of access, and easements. Proposed horizontal and vertical geometry will also be shown;

- 7) Cross-sections, at 100 foot intervals on tangents and 50 foot intervals on curves at a scale of 1 inch equals 5 feet, showing the existing ground line, proposed template, pavement depth, curb and gutter, sidewalks, and cut and fill earthwork volumes will be included for Phase 1B, 1C, 1D, 7 and 10. The final roadway template should show the finished roadway surface on the appropriate cross slopes (normal crown, fully or partially super-elevated) and the level of the top of sub grade;
- B. The CONSULTANT will prepare special provisions, special details, and other necessary bid items outside the normal specifications for project letting. These documents will be signed and sealed as necessary.
- C. The CONSULTANT will prepare a final construction estimate.
- D. The CONSULTANT shall conform to the following design standards:

#### GENERAL

- 1) The SCDOT's Standard Specifications for Highway Construction Latest Edition;
- 2) The SCDOT's Road Design Reference Material for CONSULTANT Prepared Plans;
- 3) The SCDOT's Standard Drawings for Road Construction;
- 4) The SCDOT's Requirements for Hydraulic Design;
- 5) The SCDOT's Engineering Directive Memoranda and Instructional Bulletins through 2010;
- 6) Standard Provisions of the SCDOT;
- 7) QA/QC Roadway Design Checklists;
- 8) The SCDOT's Highway Design Manual, latest edition of the date of the contract; and
- 9) 2001 AASHTO "Green Book" or latest edition, and other applicable AASHTO standards.

#### STRUCTURES

- 1) AASHTO LRFD Bridge Specifications and Interims Latest Edition;
  - 2) SCDOT's Bridge Drawings and Details (2008);
  - 3) SCDOT's Bridge Design Manual (2006)
  - 4) SCDOT's Seismic Design Specifications for Highway Bridges (2008);
  - 5) SCDOT Bridge Design Memos (1988-2008).
- E. Signed and sealed Construction Plans shall be provided to the CITY.
  - F. Representatives from the CITY and CONSULTANT, involved in roadway, traffic, and hydrologic design, will perform one (1) field reconnaissance meeting during the final construction plan development. All information gathered during these field investigations will be evaluated and plans revised accordingly.

#### *Assumptions:*

- 1) *The CITY to provide one round of written comments after Construction Plans submittal.*
- 2) *Two (2) Special Provisions generated and submitted.*
- 3) *Contact SCDOT (Materials Laboratory) to obtain information / specifications of Asphalt-Stamped Thermoplastic use (recommended).*

#### *Deliverables:*

- 1) *One (1) full-size set of plans, ten (10) half-size set, and one (1) set of electronic files of Final Roadway Construction Plans. Prior to submittal to the CITY, all plans shall be thoroughly reviewed by the CONSULTANT for completeness, correctness, accuracy and consistency with the above referenced standards.*
- 2) *Once (1) hard copy and (1) electronic copy of the cost estimate.*

#### **TASK 4: PAVEMENT MARKING AND SIGNING PLANS**

- A. The CONSULTANT will prepare and incorporate the pavement marking and signing plan within the project development plans as described in the project's workscope, to include (but not limited to) lane lines, stop bars, cross walks, and other appropriate markings. The plans will include dimensions sufficient for field layout. The Manual on Uniform Traffic Control Devices, latest edition, and SCDOT details will be incorporated into the plans.
- B. The CONSULTANT will provide pavement marking quantities for inclusion into Final Construction Plans.
- C. Signing Plans will be prepared at a scale of one-inch equals 50 feet, unless otherwise agreed, showing location and type of signs. The plans will include dimensions sufficient for field layout.
- D. The CONSULTANT will provide signing quantities for inclusion into the Final Construction Plans.
- E. The CONSULTANT will inventory all existing signs on the project for inclusion in the signing plans.

Design shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) – 2003 edition; SCDOT Specifications (2007); SCDOT Standard Drawings; and any applicable SCDOT supplemental specifications. The latest edition of each design manual or guide will be used if these are not the most current.

*Assumptions:*

- 1) Two (2) Special Provisions generated and submitted.

*Deliverables:*

- 1) One (1) set of signed and sealed plans and/or specifications, incorporated in each phase/project plans.

#### **TASK 5: STRUCTURAL PLAN**

Structural work shall include design and plan production for street light mounting, brick structure enhancements, design and detailing. The work shall be in accordance with SCDOT standards and practices including the Bridge Design Manual, AASHTO LRFD Specifications and pertinent design memorandums. Other specifications and guides may be applicable based on laws governing the type of work to be performed.

As part of the design, the CONSULTANT shall perform analysis of the existing bridges to determine the effect of the modifications and shall ensure that any enhancement work does not decrease the load carrying capacity or structural performance of the existing bridges. If necessary, the CONSULTANT shall prepare designs and details to maintain the structural capacity of the bridges.

*Assumptions:*

- 1) Two (2) special provisions will be generated and submitted.
- 2) Major structural improvements to the bridges as a result of the addition of the brick work are not anticipated and would be cost prohibited to the project. Therefore if the bridges are found to be deficient and unable to support additional loadings, then this task will be re-evaluated.
- 3) Work involved includes:
  - a. Phase 14 – Bridge enhancements
  - b. Phase 15 – Brick enhancements

*Deliverables:*

- 1) One (1) set of signed and sealed plans and specifications along with design calculations/reports for existing bridge capacity.

## **TASK 6: LANDSCAPE / IRRIGATION AND ARCHITECTURAL PLAN**

The CONSULTANT will prepare and submit a conceptual landscape plan to the CITY having incorporated the information obtained during the initial work scope meeting and during conceptual planning.

The final landscape and irrigation plans will be incorporated in the overall design plans. The final landscape plan shall include the locations of all planting material and areas to be seeded or sodded, a planting schedule, standard notes and associated details. Irrigation design will be incorporated in the landscape plans where current landscape irrigation exists. The probable cost estimate can be prepared and included as part of the overall project. All work will be in accordance with SCDOT standards for landscaping.

The CONSULTANT will be responsible to meet with the CITY to determine scope, details, specifications, and locations of Site Furnishings. Site Furnishings will require the CITY's input on style, type, color, etc. as selected. Special attention will be paid to match current Site Furnishing aesthetics associated with previous work in the area of the project.

As required, the CONSULTANT will prepare special provisions, special details, and other necessary bid items outside the normal specifications for project letting. These documents will be signed and sealed as necessary.

*Assumptions:*

- 1) Two (2) Special Provisions generated and submitted.

*Deliverables:*

- 1) One (1) set of signed and sealed plans and/or specifications, incorporated in each phase/project plans.

## **OMITTED – ORIGINAL TASK 7: LIGHTING PLAN (NOW PROVIDED BY SCE&G)**

The original Task 7: Lighting has been omitted. See Task 8 for lighting fixture selection and placement coordination services.

The CITY has agreed to let the South Carolina Electric & Gas (SCE&G) design **both** the *pedestrian* lighting and *corridor street* lighting system for the entire I-95 Business Loop Streetscape Corridor. Both lighting system poles (*Pedestrian pole height – Approx. 15ft; corridor street pole height – Approx. 30ft*) will be designed by SCE&G with necessary fixtures to match aesthetics of existing lighting system in the city. The following details will be handled by SCE&G:

Lighting layouts will require the CITY's input on the style of lighting fixtures and poles to be selected. Special attention will be paid to matching current lighting aesthetics associated with previous work in the area of the project. The style of lighting and the lighting requirements defined by AASHTO standards to determine lighting spacing and meet the maximum to minimum ratios and lighting levels defined by the standards. Lighting layouts shall be submitted to the CITY for review in conjunction with lighting calculations demonstrating conformance with lighting standards.

## **TASK 7: SIGNAL DESIGN & STREET LIGHT FIXTURE COORDINATION**

The CITY has requested signal upgrades to eleven (11) signal intersections:

1. SC Route 63 (S. Jefferies Boulevard) @ Washington Street - **Phase 1B**
2. SC Route 63 (S. Jefferies Boulevard) @ SC Route 303 (Green Pond HWY) - **Phase 1B**

3. SC Route 64 (Bells Hwy) (a) SC Route 64/US Route 15 (N. Jefferies Blvd) - Phase 6
  4. SC Route 64 (Bells Highway) (a) SC Route 64 By-Pass (Robertson Boulevard) - Phase 7
  5. SC Route 63 (South Jefferies Boulevard) (a) Hampton Street - Phase 9
  6. SC Route 63 (South Jefferies Boulevard) (a) US Route 17 (Wichman Street) - Phase 9
  7. SC Route 63 (Sniders Highway) (a) SC Route 17A (Beach Road) - Phase 11
  8. SC Route 64 (North Jefferies Boulevard) (a) Ireland Creek Road - Phase 15
  9. SC Route 64 (Bells Highway) (a) Heirs Loop / Corner Road - Phase 15
  10. SC Route 64 (Bells Highway) (a) I-95 southbound lane on-ramp - Phase 15
  11. SC Route 64 (Bells Highway) (a) Wal-Mart Drive - Phase 15
- (Note: Phase 11 cannot be designed until the intersection improvement plans are provided by others).

These services shall include field reviews and preparing contract documents for signal upgrades and revisions.

Field Reviews:

Consultant shall physically visit each intersection to prepare field notes for use in preparing contract documents.

Preparing Contract Documents

Engineered plans shall be prepared detailing signal upgrades and improvements including cabinet/controller replacement, pedestrian upgrades, systems interconnection plan preparation, and mast arm pole placement. Plans should be completed in Micro station. Three paper sets of plans and one electronic file shall be provided to SCDOT upon completion of reviews. Specifications and quantities shall also be prepared. The contract documents should also include a title sheet and a quantity sheet. All work is anticipated to be completed in 6 months after notice to proceed has been given.

**TRAFFIC SIGNAL UPGRADE DESIGN:** The work to be performed under this task order is to develop traffic signal upgrade design plans for eleven (11) existing traffic signals. Consultant will develop preliminary and final plans based upon the Department's Traffic Signal Design standards and specifications.

**SCOPE OF SERVICES**

A. **FIELD REVIEW:** Consultant to conduct a Preliminary Field Investigation Meeting with District Signal Maintenance and District Traffic Engineering staff visiting each intersection to gain an understanding of special design considerations or issues that may impede the design process. All of the following data will be verified in design field review:

- 1) Roadway Geometry (laneage, medians, driveways, etc.)
- 2) Signal and Utility Poles
- 3) Signal Heads and Span Wire Configuration
- 4) Traffic Signal Controller
- 5) Pullboxes
- 6) Loops
- 7) Signage
- 8) Manhole Cover(s) Locations
- 9) Visible Utilities
- 10) Electrical Service Point
- 11) Existing Fiber Optic Cable
- 12) Right of Way Markers
- 13) Existing interconnect and pole for systems interconnection

B. PRELIMINARY DESIGN

### Preliminary Plans

Consultant will develop preliminary design plans in accordance with applicable SCDDOT Traffic Signal Design Guidelines for each traffic signal. As the preliminary design phase of each intersection progresses, subsequent versions become progressively more detailed. Consultant will exercise extra care in developing plans that are clear, legible, and complete.

At a minimum, the preliminary plans will include the following:

- 1) New equipment
- 2) Existing equipment to be retained, if applicable
- 3) Phasing diagram, input and output file assignments
- 4) Pedestrian signal phasing
- 5) ADA requirements
- 6) Railroad requirements, if applicable
- 7) Routing of loop lead-ins
- 8) Fiber Drop Cable Design
- 9) Field wiring and interconnect
- 10) List of Materials per intersection
- 11) Controller Operations, Field Wiring and Hookup Details
- 12) Systems interconnection information

### Receipt of Utility Plans

Consultant will incorporate all shown utilities (from utility companies) in the CADD database for each intersection. The design engineer will review and analyze each intersection to determine any potential design conflicts. If design conflicts are located, the designer will review the proposed design to determine any possible mitigation to eliminate utility conflicts.

### Submittal of Preliminary Plans

Consultant will prepare a complete plan set for submission to request a Plan Review meeting. The submittal will include the following:

- 1) Title Sheet
- 2) General Notes
- 3) Legend
- 4) Summary of Quantities
- 5) Detailed Estimate
- 6) Existing Conditions
- 7) Construction and Installation Details, including systems interconnection plans
- 8) Field Wiring and Hookup Details

### *Deliverables:*

- 1) *Five (5) half-size sets of Preliminary Design Plans. One (1) electronic copy of all ACAD files upon request.*
- 2) *One (1) CD/electronic copy (PDF).*
- 3) *Cost estimate.*

### C. FINAL DESIGN

Consultant will finalize traffic signal construction plans based on comments received from the Plan Review meeting and in accordance with the applicable Traffic Signal Design Guidelines. In addition to the construction plans, consultant will develop any special provisions, specifications, and engineer's estimate associated with the design - i.e. production of the Plans, Specifications & Estimates (PS&E).

Final plans will be developed to include all sheets previously submitted with incorporated meeting comments. The plans will be submitted to the Department for review and a request to hold a final field plan



review meeting. Comments received during the final plan review meeting will be incorporated into the final plan set. A final plan set along with the specifications, special provisions and the engineer's estimate will be prepared, addressing all comments following the final review meeting, and will be delivered to SCDOT for final approval and acceptance. The foundation design for the mast arms will be performed by the contractor and submitted for review as shop drawings. In summary, the following tasks are a part of the final design phase:

- 1) Conduct Preliminary Field Plan Review (PFPR) Meeting
- 2) Incorporate PFPR Comments and Report Response
- 3) Developed Detailed Quantities and Engineer's Estimate
- 4) Submit Revised Plans requesting Final Field Plan Review (FFPR) Meeting
- 5) Conduct Final Field Plan Review (FFPR) Meeting
- 6) Develop Final Plans incorporating FFPR comments and Report Response
- 7) Develop Final Quantities and Engineer's Cost Estimate
- 8) Submit Final Traffic Signal and System Interconnection Plans, Final Specifications, Special Provisions, Engineer's Estimate and Electronic Files

*Deliverables:*

- 1) *One (1) set conceptual fixture location plans will be provided to CITY & SCE&G.*

*Assumptions:*

- 1) *Two (2) Special Provisions generated and submitted.*
- 2) *If required or existing, interconnect cable will be replaced or provided, however this scope does not include corridor modeling of all 11 intersections. Existing timings currently in use by SCDOT will be re-installed except for areas where the road section may be reduced from 5-lanes to 3-lanes.*
- 3) *Assumes SCDOT will provide existing timings and signal plans for the existing signals and these timing will be restored. Only if the road section is reduced from 5 lanes to 3 lanes will the signals be re-timed.*

*Deliverables:*

- 1) *One (1) set of signed and sealed plans and/or specifications, as stand-alone or incorporated in each phase/project plans.*

### **Street Lighting Fixture Selection and Locations**

The CONSULTANT will assist the CITY AND SCE&G with fixture selection and conceptual fixture placement and coordinate designs with SCE&G. The consultant will design and specify banners.

*Deliverables:*

- 1) *One (1) set of conceptual fixture selection and location plans to be provided to CITY and SCE&G.*

### **TASK 8: UTILITY COORDINATION**

- A. The CONSULTANT shall have the responsibility of coordinating the Project development with all utilities that may be affected. All utility relocations shall be handled in accordance with the SCDOT's "a Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B.
- B. These services shall be performed by individuals skilled and experienced in utility coordination services.

- C. The CONSULTANT shall design the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-builts, or provided by the CITY or some other source. The CONSULTANT will be expected to determine all utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible. The CITY may request a Utility Conflict Analysis and Remediation Spreadsheet from the CONSULTANT as a deliverable.
- D. The CONSULTANT shall initiate early coordination with all utility companies that are located within the Project limits. Coordination shall include, but shall not be limited to, contacting each utility company to advise the company of the proposed project, providing preliminary plans to the utility company, obtaining copies of as-built plans for the existing utility facilities (if available), and determining the companies' requirements for the relocation of their facilities.
- E. The CONSULTANT shall provide the utility companies with design plans as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the Project impacts. These plans shall contain all available data that may be helpful to the utility in assessing the utility impact (stations and offsets, and etc.). The utility company may use the CONSULTANT's design plans for preparing Relocation Sketches. If a party other than the utility company or its agent prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.
- F. The CONSULTANT shall coordinate and conduct a preliminary review meeting with the utility companies to assess and explain the impact of the Project to the companies. The CITY's Project Manager, Engineer and/or Utilities Manager (or designee) shall be included in this meeting.
- G. The CONSULTANT shall research the prior rights of each utility company's facilities. If there is a dispute over prior rights with a utility, the CONSULTANT shall be responsible for resolving the dispute and making a recommendation to the CITY. The CONSULTANT shall meet with the CITY's Engineer to present the prior rights information gathered. This information must be sufficient for the Engineer to certify the extent of the utility company's prior rights. The CITY shall have final approval authority as to the CONSULTANT's determination of whether the utility company has prior rights.
- H. The CONSULTANT shall prepare and submit to the CITY a Preliminary Utility Report one month after preliminary design preliminary plans that includes a listing of all utility companies located within the project limits and a preliminary recommendation as to the extent of each company's prior rights. This report shall also include a preliminary assessment of the impact to each company as can best be determined at the time, as well as a determination of the feasibility of early utility relocations that may begin prior to the start of construction.
- I. The CONSULTANT shall be responsible for collecting the following from each utility company that is located with the project limits: Relocation Sketches including letter of "no cost" where the company does not have a prior right; Utility Agreements including cost estimate and relocation plans where the company has a prior right; and Letters of "no conflict" where the company's facilities will not be impacted by the Project.
- J. The CONSULTANT shall review all Relocation Sketches and Utility Agreements to ensure that relocations comply with the SCDOT's "A Policy for Accommodating Utilities on Highway rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The CONSULTANT shall also ensure that there are no conflicts with the proposed highway improvements, and ensure that there are no conflicts between each of the utility company's relocation plans.
- K. The CONSULTANT shall prepare and submit to CITY a Final Utility Report no later than 90 days prior to the letting date (120 days if 60-day advertisement) that includes a listing of all the utilities located within the Project limits, an explanation of the Project impacts to each of the utilities, all prior rights supporting documentation, and a description of each utilities' relocation plans. As part of the report, the CONSULTANT shall assemble and submit to CITY all Relocation Sketches, Utility Agreements, and Letters of "no conflict", as set forth in "I" above, for the Project. The

CONSULTANT is expected to assemble the information included in the Utility Agreements and Relocation Sketches in a final and complete form and in such a manner that CITY may approve the submittals with minimal review. Each Utility Agreement and Relocation Sketch submitted must be accompanied by a certification from the CONSULTANT stating that the proposed relocation will not conflict with the proposed highway improvement and will not conflict with another utility company's relocation plan. The report shall also contain the CONSULTANT's recommendation for approval of the Utility Agreements and Relocation Sketches and the CONSULTANT's recommendation that, from a utilities standpoint, the Project is ready to be let to contract. The CITY will receive one (1) original of all afore-mentioned plan/document package with one (1) copy of each forwarded to SCDOT.

- L. The CONSULTANT is expected to meet with the SCDOT's Utilities Office within 45 days of the Notice to Proceed to gain a full understanding of what is required with each submittal.
- M. The CONSULTANT shall prepare and maintain a compilation of all utility relocation plans on one set of the project plans. These plans (U-sheets) will be used during the project development, and the final set may be included in the bid documentation for information only and will reference the actual relocation plans prepared by the utility.
- N. The utility companies shall not begin their relocation work until authorized in writing by the CITY.
- O. The CONSULTANT will attend the utility kickoff meeting.
- P. The CONSULTANT will provide technical support during construction to answer questions. The CONSULTANT's services will be terminated after the Final Report is submitted with the exception of answering construction services questions and attending the utility kickoff meetings.

#### UTILITY DELIVERABLES:

##### A. Preliminary Utility Report

Due date- one month after Preliminary Roadway plans:

- 1) List of all utilities
- 2) Preliminary prior rights assessment
- 3) Preliminary utility impact assessment
- 4) Recommendations for early relocations
- 5) Recommendations for in-contract relocations
- 6) Preliminary Report will be given

##### B. Final Utility Report

Due date: 90 days prior to letting:

- 1) List of all utilities
- 2) Explanation of impacts to each utility
- 3) Prior rights documentation
- 4) Description of each utility relocation
- 5) All utility Agreements, Relocation Sketches and Letters of No Conflict
- 6) Certification that each relocation will not conflict with project or other utility relocations
- 7) Recommendation for approval of Utility Agreements and Relocation Sketches
- 8) Recommendation that project is ready for letting with regard to utilities
- 9) Final Report will be given

##### C. Utility Conflict Analysis and Remediation Spreadsheet

##### D. Utility Relocation Sheets

Assumptions: Utility Report will include the intersections being upgraded and for the phases where drainage work is required (1B, 1C, 1D, 6, 7, 8, 9, 10, and 15) Phases with only signing, pavement markings, and landscaping will not be included in the detailed report. SCE&G will be responsible for the utility coordination associated with the installation of the street lighting system they are designing and installing.

## **TASK 9: ENVIRONMENTAL SERVICES**

The CONSULTANT should be responsible for determining whether a permit is required for all phases/projects of the entire corridor project. If any are necessary, the CONSULTANT should be responsible for acquiring those permits.

The CONSULTANT will prepare the application for all necessary permits, Federal, State and local for the PROJECT. This includes, but is not limited to, the environmental permits, construction permits, Building permits, NPDES permits and any necessary permit revisions. Meet with representatives of SCDOT's Environmental Management Office (EMO) prior to commencement of environmental permit activities. Prepare and submit a jurisdictional determination and permit application package for the project, as may be required by the regulatory agencies (providing necessary exhibits, maps, etc. and any other documentation as necessary to obtain an approved permit). Since Federal Funds will be a source of funding for this project, a Categorical Exclusion will be obtained.

Within two weeks of the date that the DEPARTMENT executes the contract for the subject project, and prior to commencement of design and/or NEPA compliance, the CONSULTANT shall make a determination of the environmental and/or navigational permits expected to be required for the subject project on a permit determination form which includes environmental and navigational permitting-related information necessary for the District Engineering Administrator (DEA) to complete the Notice of Intent (NOI) for NPDES (stormwater) General Permit SCR100000, and provide the completed form to the Environmental Section of SCDOT, as well as the appropriate DEA (see Attachment A "SCHEDULE" for details), with a courtesy copy to the SCDOT Project Engineer, the SCDOT Hydraulic Design Engineer, and the SCDOT Director of Construction.

The DEPARTMENT, in coordination with FHWA, has determined that a Categorical Exclusion (CE) is the appropriate level of documentation for the project. The CONSULTANT shall use the applicable template/example provided by DEPARTMENT. DEPARTMENT will be afforded the opportunity to review and approve any correspondence, contact or communication with the FHWA, State and Federal agencies, and regulatory agencies in advance. The CONSULTANT shall schedule an onsite meeting with the USACOE, SCDHEC, SCDNR, and USFWS (specifically with DEPARTMENT liaisons at each of these agencies) to review the proposed project, discuss any particular regulatory concerns, and establish a timetable for acquisition of the permit. The CONSULTANT shall make a determination of the aquatic significance of any streams, and confirm these findings with resource and regulatory agency personnel.

For all environmental documentation, CONSULTANT shall address the following:

- A. Purpose and Need – CONSULTANT will outline background that led to initiation of proposed action. A description of the need for the action, along with specific components (i.e. goals, objectives, benefits to be gained by the public, etc.) will be included.
- B. Existing Facility – CONSULTANT will prepare description of existing roadway characteristics, safety conditions, Level of Service (LOS), etc.
- C. Proposed Facility – CONSULTANT will prepare description of the proposed roadway facility/improvements, anticipated LOS, etc.
- D. Alternatives – CONSULTANT will complete an alternatives analysis, including a discussion of all alternatives considered and a detailed discussion of reasonable alternatives considered and basis of elimination. Throughout the project development process, from preliminary design through the development of right-of-way plans, the CONSULTANT shall make a record of any decisions regarding alternatives, and the CONSULTANT shall provide such records to DEPARTMENT Environmental Section at the time that the environmental document is submitted for their review and approval. If applicable, the CONSULTANT shall include a rigorous alternatives analysis regarding the anticipated impacts to natural systems, including documentation of efforts to minimize or avoid impacts to waters of the U.S., as well as a color graphic(s) indicating the

- anticipated impacts to waters of the U.S. in relation to the surrounding special aquatic sites including wetlands, drainage systems/features and open waters (e.g., a digital ortho-quad, with an NWI map, and county soil survey maps, and the delineated waters of the U.S. superimposed) and Section 404 (Clean Water Act) drawings as an appendix.
- E. Impact Assessment Form - The CONSULTANT shall also include a completed SCDOT Impact Assessment Form as an appendix to the document (Attachment B). The CONSULTANT shall fill out the entire SCDOT Impact Assessment Form (Attachment B) when preparing any NEPA document. DEPARTMENT Environmental Section will review each completed Impact Assessment Form to ensure that the form is completed to DEPARTMENT's satisfaction.
  - F. Natural Resources / Endangered Species Survey - CONSULTANT will perform a natural resources investigation, which will describe the project area, including vegetation, wildlife, wetlands/waters of the U.S., water quality, federally listed threatened or endangered species/ habitat evaluation, soils, topography and anticipated impacts to each resource. The results of the investigation will be incorporated in the environmental document, and/or, when required by the DEPARTMENT, documented in a Natural Resource Technical Memorandum (at a minimum, the CONSULTANT shall comply with Section 7 of the Endangered Species Act, and provide the corresponding biological assessment report to the DEPARTMENT). If applicable, three hard copies of the technical memo will be provided to DEPARTMENT. Any concessions in either the scope of work or construction activities or mitigation measures will require prior DEPARTMENT approval, and once approved by USFWS, shall be included as an environmental commitment in the environmental document. Any correspondence or communication with USFWS must receive prior approval by DEPARTMENT. If DEPARTMENT chooses to allow the CONSULTANT to correspond directly with the USFWS, then the CONSULTANT shall communicate/correspond with DEPARTMENT USFWS liaison, when practicable, and DEPARTMENT shall be copied on all communications. If a Clean Water Act (CWA) Section 404/401 permit is required, the CONSULTANT shall include a separate biological assessment report regarding the project effects on any State recognized rare, threatened, or endangered species.
  - G. Wetlands / Water Quality - CONSULTANT shall quantify the anticipated impacts to waters of the U.S., and provide a qualitative discussion regarding the types of streams, wetlands, and other waters of the U.S. being impacted in the context of the adjacent and surrounding waters of the U.S. (In this section of the document, the CONSULTANT shall utilize/reference the natural systems graphics specified in item "d" above and reference the Impact Assessment Form specified in item "e" above). If jurisdictional waters of the U.S. are being impacted by the project, then the CONSULTANT shall submit a Wetland Determination Request to the Charleston District Corps of Engineers, secure the Jurisdictional Determination (JD) from the Corps, and include a copy of the JD in the environmental document. The CONSULTANT shall also include a discussion regarding the overall effects of the planned improvements to water quality. The CONSULTANT shall prepare required state and federal navigational and wetland permit applications, perform interagency and/or liaison presentations as necessary, negotiate/secure such permits (including necessary correspondence), and perform related environmental studies including, but not limited to, field investigations/surveys, mitigation planning and site selection and natural stream design.
  - H. Farmlands - CONSULTANT will include a discussion of farmland impacts, including a determination of the presence of prime or unique farmlands or farmlands with statewide importance. Coordination with the NRCS, including completion of Form AD-1006, and review of the alternatives pursuant to the Farmland Act will be completed.
  - I. Hazardous Waste and Underground Storage Tanks - In assessing the environmental liabilities associated with the proposed new right of way, the CONSULTANT shall complete the appropriate/applicable elements of a Phase I Environmental Site Assessment in accordance with procedures established by ASTM Designation E 1527-05, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". This approach complies with the Standards and Practices for All Appropriate Inquiries (AAI), Final Rule published in 40 CFR Part 312.

- J. Cultural Resources (Historical, Archaeological) - Investigations shall be conducted as required. Cultural resource reports will follow the South Carolina Standards and Guidelines for Archaeological Investigations as well as DEPARTMENT guidance. In the instance where are 10 or fewer resources are found and no significant resources will be adversely affected, DEPARTMENT's short form report format will be utilized. All SHPO coordination shall occur through DEPARTMENT.
- K. Displacements - CONSULTANT will perform a relocation study to identify all potential business and residential relocations that will occur as a result of the project.
- L. Air Quality - The CONSULTANT shall provide a discussion regarding the overall effects of the project on air quality, including an analysis of Mobile Source Air Toxics (MSATs) per FHWA's Interim Guidance (February 3, 2006), and indicate the Attainment or Non-Attainment status of the county the roadway is to be improved or constructed in. For roadway improvements involving additional capacity, the CONSULTANT shall consult with DEPARTMENT regarding the particular scope of work involved in completing this section.

CONSULTANT will also address the following topics, as required, based on project information/conditions:

- A. Floodplains - Based on the results of a hydraulic design study performed according to SCDOT Guidelines for Hydraulic Design Studies the following statements should be included in the environmental document where applicable: Regarding FEMA designated floodways, the CONSULTANT shall include either a 'no effect' statement or a 'conditional letter of map revision;' otherwise the CONSULTANT shall include a statement that "based on the hydraulic analysis of the pre-construction and post-construction discharges, the planned roadway improvements will have no significant impact on either flood elevations or flood widths." FHWA's Floodplain Checklist with supporting hydrological data should also be included.
- B. Parks and Recreational Areas - CONSULTANT shall identify these areas within the project area and the impacts of the project on the resource(s).
- C. Section 4(f)/6(f) - CONSULTANT shall identify properties within the project corridor that are protected under Section 4(f) or Section 6(f) and the impacts of the project on the resource(s).
- D. Social and Economic - CONSULTANT shall develop a description of the existing demographic, social, and land use conditions.
- E. Environmental Justice - CONSULTANT shall identify any low-income and/or minority areas within the general project area, using US census data and determine if there are potentially disproportionately high and adverse effects on this population as a result of the project.
- F. Coordination - CONSULTANT shall outline any interagency and/or public involvement activities that occur during the project development process.

The CONSULTANT shall be responsible for coordinating the public involvement associated with NEPA. The CONSULTANT shall be responsible for conducting public information meetings and/or public hearings.

CONSULTANT shall coordinate the date and location of the meetings with DEPARTMENT personnel and will prepare the newspaper ad for the Public Notice (the template/example will be furnished by DEPARTMENT).

CONSULTANT shall prepare any and all related public hearing/meeting materials, (deliverables would include public-information-meeting/public-hearing displays, public-hearing booklets and public-information brochures). The information contained in the public hearing booklet will be consistent with the information contained within the environmental document, and the format of the public hearing booklet will be consistent with the template/example, which will be furnished by DEPARTMENT.

CONSULTANT will perform an asbestos and lead-based paint survey of any existing structures to be relocated or demolished to prepare demolition plans. The asbestos and lead-based paint survey will be

conducted in accordance with SCDHEC, OSHA and EPA requirements by SCDHEC licensed personnel. The asbestos survey will include bulk sampling and analysis of suspected asbestos containing materials. The lead-based paint survey will be conducted using X-ray Fluorescence (XRF) technology. The final report will identify asbestos and lead-based paint, and provide recommendations for demolitions. No environmental (Phase 2) field testing, sampling or analysis other than the survey for asbestos and lead based paint is included in this scope-of-services.

*Assumptions:*

- 1) *SCDOT Environmental Management Office (EMO) will be responsible for necessary environmental documents as required in the NEPA process.*
- 2) *If an environmental document is required, it is assumed a Categorical Exclusion will be obtained. An EA is not scoped for this project.*
- 3) *If a wetland permit is required, it is assumed that a Nationwide Permit or the SCDOT General Permit will be sufficient. An Individual USACE Permit is not included in this scope.*

*Deliverables:*

- 1) *Completed jurisdictional determination and environmental permit package as required.*

### **TASK 10: RIGHT-OF-WAY ACQUISITION SERVICES**

All Right-of-Way/Easements shall be acquired in accordance with all Federal Regulations and Guidelines and SCDOT Policies and Procedures.

As per LPA Agreement, Policy and Procedures, the CITY has agreed to administer the Right-of-Way/Easement Acquisition and will hire a qualified ROW consultant on an approved SCDOT list to handle the acquisition services and process.

Fees for Right-of-Way/Easement acquisition services will be negotiated at a future date once the number of parcels requiring Right-of-Way or easements are determined.

### **TASK 11: ENCROACHMENT PERMITTING SERVICES**

The CONSULTANT will fill out the SCDOT Encroachment Permit application and provide exhibits to SCDOT to demonstrate proper SCDOT Standards will be met.

*Deliverables:*

- 1) *One (1) completed SCDOT Encroachment Permit application for each phase/project.*

### **TASK 12: CONSTRUCTION SERVICES**

The work shall consist of providing technical assistance during the construction phase of the project. The work shall be performed on an "as needed" basis as requested by the Project Resident Construction Engineer (RCE) and/or CITY Manager / Engineer and shall include, but not necessarily be limited to the following activities:

- A. Attend a Pre-Bid Conference and respond to bidder questions;
- B. Attend a Pre-Construction Conference and respond to questions by the Contractor pertinent to the CONSULTANT's design;
- C. Review and approval of shop drawings – Five (5) shop drawings for CORRIDOR PHASE I and Fifteen (15) shop drawings for CORRIDOR PHASE II. Shop drawings will be reviewed for

compliance with the intent of plans, specifications, and contract provisions. Shop drawing reviews of subcontract work will be performed on an advisory basis. The CONSULTANT will provide a letter of recommendation and/or comments as appropriate to the CITY;

- D. Design activities resulting from requests by the contractor or a change in existing field conditions that are not considered errors or omissions;
- E. Interpretations of plans, specifications and contract provisions;
- F. Plan preparation resulting from the above mentioned design activities;
- G. Attendance of two (2) field review meetings by the CITY - per corridor phase. Meetings resulting from errors or omission are not included;
- H. Review of Value Engineering (VE) evaluations submitted by the contractor if applicable;

The CITY will assign a separate firm to conduct the construction engineering and inspection (CE&I). This firm will perform independently of the contractor quality assurance for all CE&I related to the project as described in SCDOT's Construction Manual and Standard Specifications for Highway Construction. Any inspectors to be used on this project must be certified and approved by the CITY and SCDOT.

*Assumptions:*

- 1) *The CITY will inform the CONSULTANT when the above services are required and will also advise the CONSULTANT of the contractor's schedule. Written evaluations for each service as described above will be prepared following receipt of all documentation and information necessary for evaluation.*
- 2) *A total of three (3) field meetings will be held as needed during construction.*



**ATTACHMENT "B"**  
**SERVICES OF THE CITY**  
**I-95 BUSINESS LOOP STREETScape CORRIDOR**  
**CITY OF WALTERBORO, COLLETON COUNTY**

**SERVICES OF THE CITY**

The City agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

1. Access to and use of all reports, data and information in possession of the City which may prove pertinent to the work set forth herein.
2. Existing Policies and Procedures of the City with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.
3. Arrange all public meetings.
4. Post applicable signage.
5. Post bid advertisements.
6. Provide GIS base map information in digital format.
7. Provide digital AutoCAD files of previous surveys for use on the project.

**MANHOUR & FEE ESTIMATE WORKBOOK**

**SETUP 1**

**Project Information**

Project Name	I-95 Business Loop Streetscape
Project Phase or Segment	Corridor Phase 1 & 2
Project Location	Colleton County
CM Number/Descriptor	
Contract Designation	

**Consultant Information**

Firm Name	Wood+Partners Inc.
Certified DBE ?	No
Reviewer Name	Mark Baker
Submittal Date	
Estimate Type	Prime Consultant

**Task Identification**

Active	Task	Description
<input checked="" type="checkbox"/>	01	Project Management & Coordination
<input checked="" type="checkbox"/>	02	Surveying & Mapping
<input checked="" type="checkbox"/>	03	Roadway Design & Plan Development
<input checked="" type="checkbox"/>	04	Pavement Marking & Signing Plans
<input checked="" type="checkbox"/>	05	Structural Design & Plan Development
<input checked="" type="checkbox"/>	06	Landscape & Irrigation Plans
<input checked="" type="checkbox"/>	07	Signal Plans & Street Light Fixture Coordination
<input checked="" type="checkbox"/>	08	Utility Coordination
<input checked="" type="checkbox"/>	09	Environmental Services
<input checked="" type="checkbox"/>	10	Right-of-Way Easement Acquisition
<input checked="" type="checkbox"/>	11	Encroachment Permitting Services
<input checked="" type="checkbox"/>	12	Construction Services
<input type="checkbox"/>	13	
<input type="checkbox"/>	14	
<input type="checkbox"/>	15	
<input type="checkbox"/>	16	
<input type="checkbox"/>	17	
<input type="checkbox"/>	18	
<input type="checkbox"/>	19	
<input type="checkbox"/>	20	

**Labor Multipliers**

Overhead Rate	210.27%	a
FCCM Rate	0.21%	b
Profit Rate	10.00%	c
Combined Multiplier	351.14	$(1+a)*(1+c)+b$

**Staff Classifications**

All staff classifications and base rates should be entered on "Setup 2"

**Non-salary Direct Expenses**

Expense descriptions, units and unit rates should be entered on "Setup 3"

**Subconsultant Roster**

Subconsultant	Certified DBE ?
Davis & Floyd Inc.	
Bizell Signage Design	
Simmons Irrigation Design	
Nina Fair Specifications Writer	

Details of subconsultant involvement should be added on "Setup 4"

**Geotechnical Testing Direct Expenses**

If applicable for this project, use the macro above to assign geotechnical testing direct expenses to the appropriate task.

Geotechnical Testing Direct Expenses are not currently assigned to a task



Non-salary Direct Expense Rates

DIRECT NON-LABOR COSTS SCHEDULE

Expense Description	Unit Cost	Unit	Unit (plural)	Backup*	Note
Per Diem, with Overnight Stay	\$ 5.00	day	days		
Per Diem, without Overnight Stay	\$ 100.00	day	days		
Traveling	\$ 0.550	mile	miles	X	
Mileage	\$ 7.50	mile	miles	X	
Shipping, Standard	\$ 20.00	shipment	shipments	X	
Shipping, Overnight	\$ 20.00	shipment	shipments	X	
B&W Prints & Reproductions 8 1/2 x 11"	\$ 0.15	page	pages	X	
B&W Prints & Reproductions 30 x 42"	\$ 0.50	sheet	sheets	X	
Color Prints & Reproductions 8 1/2 x 11"	\$ 1.00	page	pages	X	
Color Prints & Reproductions 30 x 42"	\$ 2.50	sheet	sheets	X	
DVD/CD media	\$ 25.00	disc	discs		

\* Indicate whether or not additional backup will be provided separately.







**Subconsultant Fee Summary**

**Subconsultant Fees Broken Down by Task**

Task	Davis & Floyd Inc.	Bizell Signage Design	Simmons Irrigation Design	Nina Fair Specifications Writer	Total
01	\$ 32,203.99	\$ -	\$ -	\$ -	\$ 32,203.99
02	\$ 141,203.87	\$ -	\$ -	\$ -	\$ 141,203.87
03	\$ 153,169.32	\$ -	\$ -	\$ 4,000.00	\$ 157,169.32
04	\$ 16,792.38	\$ 16,700.00	\$ -	\$ -	\$ 33,492.38
05	\$ 14,251.81	\$ -	\$ -	\$ -	\$ 14,251.81
06	\$ -	\$ -	\$ 5,600.00	\$ -	\$ 5,600.00
07	\$ 57,018.02	\$ -	\$ -	\$ -	\$ 57,018.02
08	\$ 38,790.24	\$ -	\$ -	\$ -	\$ 38,790.24
09	\$ 66,021.13	\$ -	\$ -	\$ -	\$ 66,021.13
10	\$ -	\$ -	\$ -	\$ -	\$ -
11	\$ 13,973.75	\$ -	\$ -	\$ -	\$ 13,973.75
12	\$ 31,842.48	\$ -	\$ -	\$ -	\$ 31,842.48
13	\$ -	\$ -	\$ -	\$ -	\$ -
14	\$ -	\$ -	\$ -	\$ -	\$ -
15	\$ -	\$ -	\$ -	\$ -	\$ -
16	\$ -	\$ -	\$ -	\$ -	\$ -
17	\$ -	\$ -	\$ -	\$ -	\$ -
18	\$ -	\$ -	\$ -	\$ -	\$ -
19	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 565,467.19</b>	<b>\$ 16,700.00</b>	<b>\$ 5,600.00</b>	<b>\$ 4,000.00</b>	<b>\$ 591,767.19</b>

(G)

<b>Fee Breakdown by Firm</b>		
Wood+Partners Inc.	\$ 242,247.19	29.0%
Davis & Floyd Inc.	\$ 565,467.19	67.8%
Bizell Signage Design	\$ 16,700.00	2.0%
Simmons Irrigation Design	\$ 5,600.00	0.7%
Nina Fair Specifications Writer	\$ 4,000.00	0.5%
	\$ -	-
	\$ -	-
	\$ -	-
	\$ -	-
	\$ -	-
	\$ -	-
	\$ -	-
	\$ -	-
<b>Project Totals</b>	<b>\$ 834,014.38</b>	



**Project Manhour Summary**

Job Classification	Total	Month																				
		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	
<b>Total</b>	<b>2,044</b>																					
Project Manager																						
Transportation Engineer																						
Transportation Engineer/SIT																						
Structural Engineer																						
Structural Engineer/SIT																						
Hydraulic Engineer																						
Hydraulic Engineer/SIT																						
Geotechnical Engineer																						
Geotechnical Engineer/SIT																						
Utility Engineer																						
Utility Engineer/SIT																						
Utility Engineer																						
Utility Coordinator																						
Technical Engineer																						
Technical Engineer/SIT																						
Transportation Planner																						
Transportation Planner																						
Transportation Planner																						
Transportation Planner																						
Project Economist																						
Landscape Architect	577	6.4%	212	8	144	10	16	8	20	10	12									10	16	
Landscape Architect	583	27.4%	21	8	220	44	16	178	32	8	12									12	12	
Architect																						
Architect																						
Land Surveyor																						
Land Surveyor																						
Land Surveyor/SIT																						
Environmental Specialist																						
Environmental Specialist																						
Environmental Specialist																						
Principal Investigator																						
Project Historian																						
Project Architectural Historian																						
Project Archaeologist																						
Project Geologist																						
Project Biologist																						
Project Wetlands Ecologist																						
Project Laboratory Director																						
Project Laboratory Technician																						
Engineering Technician																						
Engineering Technician																						
Engineering Technician																						
Structural Engineering Technician																						
Structural Engineering Technician																						
Structural Engineering Technician																						
Permitting Technician																						
Permitting Technician																						
Sr. Survey Technician																						
Survey Technician																						
Jr. Survey Technician																						
Sr. Survey Technician																						
GIS Technician																						
Jr. GIS Technician																						
Sr. Administrative Assistant																						
Administrative Assistant	36	1.8%	36																			
Office Manager																						
Controller/Accountant	100	4.9%	100																			
Survey Crew Chief																						
Survey Instrument Man																						
Survey Rodman																						
SUE Crew Manager																						
SUE Technician																						
Drill Rig Crew Manager																						
Drill Rig Technician																						
Sr. Certified Inspector																						
Certified Inspector																						
Jr. Certified Inspector																						
Sr. ROW Specialist																						
ROW Abstractor																						
ROW Appraiser																						
Information Technology Specialist																						
Graphics Designer																						
Principal Landscape Architect	136	6.7%	61	4	36	5	3	12	3	3	2									2	6	
Landscape Architect / Planner	214	10.5%			148			32	24													10
Project Planner	428	20.6%	23	4	156	11	32	160	12	6	6									8		





























**PROPOSAL July 10, 2012**



**BIZZELLDISIGN**  
P.O. BOX 1109  
DAVIDSON, NC 28038  
VOICE (704) 851-1528  
BUZZ.BIZZELL@GMAIL.COM

**Mark Baker, ASLA, Principal**  
**Wood+Partners**  
**7-Lafayette Place**  
**Hilton Head Island, SC 29926**

**Walterboro Gateway / Wayfinding Signage Working Drawings**

**Note: Finalization of this phase of the wayfinding & gateway signage will require three meetings with a town selected wayfinding sign committee to review messaging and destination schedules.**

**A) Wayfinding Signage ( Approx 12 Locations )**

**Production of working drawings and detailed specifications. Development of messaging and destinations schedule. Precise locations and staking for installation guideline and SCDOT approvals.**

**B) Gateway**

**Creation of detailed working drawings for three gateway positions ( Sniders HWY and HWY 17, Bells HWY and Jefferies & Bells HWY and I-95 )**

**C) On Site**

**Pinpoint each sign and gateway site, photograph and measure precise distances for installation and utility location.**

**All working drawings, maps and details will be assembled in a full color 20-25 page document to be used to obtain competitive bids, SCDOT approvals and fabrication, installation specifications.**

**200 Hrs.....\$16,700.00**

**Note: meetings with SCDOT engineers will be billed in addition to the above amount at a rate of \$75.00 per hour.**

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**Buzz Bizzell, SEGD**  
**Bizzell Design, Inc**

---

**Mark Baker, ASLA, Principal**  
**Wood+Partners**

**Date:**

**POSITIONING NAMING IDENTITY SIGNAGE & WAYFINDING GRAPHIC COMMUNICATION**

**DESIGN INSPIRED BY THE CLASSICS OF ARCHITECTURE AND ART**

FAIR CONSULTING, LLC

May 28, 2013

Mr. Mark Baker  
Wood+Partners Inc.  
PO Box 23949  
Hilton Head Island, SC 29925

Re: Proposal Specifications for the Walterboro I-95 Business Loop Project  
Walterboro, Colleton County, SC

Dear Mr. Baker:

In accordance with your request, we are submitting our proposal for preparation of the landscape architectural specifications for the above referenced project. It is our understanding that the project will involve providing utility designation information and land planning for various intersections.

Based on request and the information provided to us, we propose a lump sum amount of \$3,000.00 for preparation of land planning specifications. Additional services or change in the scope of work is billed at an hourly rate of \$75.00 or a lump sum that has been mutually agreed. The proposed scope of our services include:

- Research, preparation, and coordination of land planning specification sections for the CD submittal
- Coordination of specialty consultant specifications sections for incorporation into the project manual
- Research and assistance with material selection
- Addenda as required
- Attendance at project team meetings as required.

Thank you for your consideration of Fair Consulting, LLC. Should you have any questions or concerns, please contact us. We look forward for the opportunity to work with you.

Respectfully submitted,

Nina M. Fair, AIA, CCS, LEED AP

Accepted By:

Mark Baker  
(Printed Name)

Wood+Partners Inc.  
(Firm)



(Signature)



## **Simmons Irrigation Supply, Inc.**

7/5/2012

Mark Baker  
Wood+Partners Inc.  
PO Box 23949  
Hilton Head Is, SC 29925

Re: Walterboro I-95 Business Loop

Mark,

I enjoyed talking with you about the Walterboro streetscape projects. It has been a long time since you and I have worked directly together on a project.

Our proposal for the irrigation design fees are \$600 for phase 1B and \$5,000 for the remaining 14 phases.

Please give me a call if I can be of assistance.

Thanks,

Ray E. McLin, Jr.  
Vice President

Simmons Irrigation Supply, Inc.  
PO Box 10  
Walterboro, SC 29488

Office: 843-538-5566  
Watts: 800-922-9451  
Fax: 843-538-2068

Email: [RMcLin@simmonsirrigation.com](mailto:RMcLin@simmonsirrigation.com)

# ATTACHMENT "C2" SUBCONSULTANT MANHOOR FEE ESTIMATE

Davis Floyd Engineers

July, 2013

## MANHOOR & FEE ESTIMATE WORKBOOK

SETUP 1

### Project Information

Project Name	I-95 Business Loop Streetscape
Project Phase or Segment	Corridor Phase 1 & 2
Project Location	Colleton County
CM Number/Descriptor	
Contract Designation	

### Consultant Information

Firm Name	Davis & Floyd, Inc.
Certified DBE ?	No
Reviewer Name	
Submittal Date	
Estimate Type	Subconsultant

### Task Identification

Active	Task	Description
<input checked="" type="checkbox"/>	01	Project Management & Coordination
<input checked="" type="checkbox"/>	02	Surveying & Mapping
<input checked="" type="checkbox"/>	03	Roadway Design & Plan Development
<input checked="" type="checkbox"/>	04	Pavement Marking and Signing
<input checked="" type="checkbox"/>	05	Structural Design and Plan Development
<input checked="" type="checkbox"/>	06	Landscape and Irrigation
<input checked="" type="checkbox"/>	07	Signal Plan
<input checked="" type="checkbox"/>	08	Utility Coordination
<input checked="" type="checkbox"/>	09	Environmental Services
<input checked="" type="checkbox"/>	10	Right-of-Way Acquisition
<input checked="" type="checkbox"/>	11	Encroachment Permitting Services
<input checked="" type="checkbox"/>	12	Construction Support
<input type="checkbox"/>	13	
<input type="checkbox"/>	14	
<input type="checkbox"/>	15	
<input type="checkbox"/>	16	
<input type="checkbox"/>	17	
<input type="checkbox"/>	18	
<input type="checkbox"/>	19	
<input type="checkbox"/>	20	

### Labor Multipliers

Overhead Rate	158.45%	a
LCCM Rate	0.75%	b
Profit Rate	10.00%	c
Combined Multiplier	2.8305	$(1+a)*(1+b)+b$

### Staff Classifications

All staff classifications and base rates should be entered on "Setup 2"

### Non-salary Direct Expenses

Expense descriptions, units and unit rates should be entered on "Setup 3"

### Subconsultant Roster

Subconsultant	Certified DBE ?
New South & Associates	Yes
Red Bay Environmental	
MA Engineering Consultants, Inc.	Yes

Details of subconsultant involvement should be added on "Setup 4"

### Geotechnical Testing Direct Expenses

If applicable for this project, use the macro above to assign geotechnical testing direct expenses to the appropriate task.

Geotechnical Testing Direct Expenses are not currently assigned to a task

Staff Classifications and Rates

DIRECT SALARY RATE SCHEDULE

Staff Classification	Base Rate	Loaded*	Rate	Employee Name	Rate	Employee Name
Principal	\$ 53.45	\$ 152.36	X \$ 55.90	J. Donovan Dubois	\$ 51.00	Andy Powell
Sr. Project Manager	\$ 17.65	\$ 135.52	X \$ 47.65	Tom Jackson		
Project Manager	\$ 11.90	\$ 123.99	X \$ 43.50	Q. Lloyd Dahl		
Sr. Transportation Engineer						
Transportation Engineer	\$ 27.07	\$ 77.16	X \$ 26.88	Michael Kerrell	\$ 27.25	Timothy Eklund
Jr. Transportation Engineer/ITT						
Sr. Structural Engineer	\$ 11.04	\$ 116.98	X \$ 14.13	Andy Casare	\$ 37.94	John Orvin
Structural Engineer						
Jr. Structural Engineer/ITT	\$ 74.31	\$ 69.29	X \$ 24.31	Rob Stevens		
Sr. Hydraulic Engineer	\$ 1.63	\$ 117.17	X \$ 41.63	Michael Horton		
Hydraulic Engineer	\$ 92.56	\$ 92.51	X \$ 32.56	Michael Polman		
Jr. Hydraulic Engineer/ITT	\$ 71.07	\$ 68.61	X \$ 24.75	Shay Alan Truhan	\$ 23.38	Frank Henry
Sr. Geotechnical Engineer						
Geotechnical Engineer						
Jr. Geotechnical Engineer/ITT						
Sr. Traffic Engineer	\$ 10.90	\$ 115.14	X \$ 10.50	Bryan Webb		
Traffic Engineer						
Jr. Traffic Engineer/ITT						
Sr. Utilities Engineer	\$ 35.00	\$ 99.77	X \$ 35.00	J. Mike Simpson		
Utilities Engineer						
Utilities Coordinator	\$ 23.06	\$ 65.73	X \$ 23.06	Bryan Dineen		
Sr. Electrical Engineer						
Electrical Engineer						
Jr. Electrical Engineer/ITT						
Sr. Transportation Planner						
Transportation Planner						
Jr. Transportation Planner						
Transportation Modeler						
Project Economist						
Sr. Landscape Architect						
Landscape Architect						
Sr. Architect						
Architect						
Sr. Land Surveyor	\$ 33.50	\$ 95.19	X \$ 33.50	Kevin Dewett		
Land Surveyor	\$ 30.13	\$ 85.88	X \$ 30.13	Nelson Mackenzie		
Jr. Land Surveyor/ITT						
Sr. Environmental Specialist	\$ 38.88	\$ 110.83	X \$ 38.88	Wilson Harter		
Environmental Specialist						
Jr. Environmental Specialist	\$ 22.31	\$ 63.59	X \$ 22.31	Chad Jarred		
Principal Investigator						
Project Historian						
Project Architectural Historian						
Project Archaeologist						
Project Geologist						
Project Biologist						
Project Wetlands Ecologist						
Project Laboratory Director						
Project Laboratory Technician						
Sr. Engineering Technician						
Engineering Technician	\$ 19.50	\$ 55.58	X \$ 19.50	Mark Stevens		
Jr. Engineering Technician						
Sr. Structural Engineering Technician	\$ 29.75	\$ 84.80	X \$ 29.75	Edward Seabrook		
Structural Engineering Technician						
Sr. Permitting Technician						
Permitting Technician						
Sr. Survey Technician						
Survey Technician	\$ 18.50	\$ 52.73	X \$ 18.50	Martha Montgomery		
Jr. Survey Technician						
Sr. GIS Technicians						
GIS Technician						
Jr. GIS Technician						
Sr. Administrative Assistant						
Administrative Assistant	\$ 15.73	\$ 44.84	X \$ 16.15	Karen Hyndrick	\$ 15.30	Paul Lothridge
Office Manager						
Controller/Accountant	\$ 20.28	\$ 57.81	X \$ 20.28	Cindy Bohannon		
Survey Crew Chief	\$ 21.50	\$ 61.28	X \$ 21.55	Robert Wayne Doss	\$ 21.45	Rick Ramsey
Survey Instrument Man	\$ 14.43	\$ 41.13	X \$ 14.15	Allred Joseph Jackson	\$ 14.70	Yusef Zyed Khalil
Survey Rodman						
SUE Crew Manager						
SUE Technician						
Drill Rig Crew Manager						
Drill Rig Technician						
Sr. Certified Inspector						
Certified Inspector						
Jr. Certified Inspector						
Sr. ROW Specialist						
ROW Abstracter						
ROW Appraiser						
Information Technology Specialist						
Graphics Designer						

\* Effective "Loaded" Hourly Rate (Base Rate x "Combined Multiplier"). Provided for information only.

Non-salary Direct Expense Rates

1-95 Business Loop Streetscape (Corroline Phase 1 & 2)

DIRECT NON-LABOR COSTS SCHEDULE

Expense Description	Unit Cost	Unit	Unit (plural)	Backup*	None
Per Diem, with Overnight Stay	\$ 15.00	day	days	X	
Per Diem, without Overnight Stay	\$ 14.00	day	days	X	
Locking	\$ 100.00	month	months	X	
Mileage	\$ 0.550	mile	miles	X	
Shipping, Standard	\$ 7.50	shipment	shipments	X	
Shipping, Overnight	\$ 15.00	shipment	shipments	X	
Full Size Plot	\$ 1.50	Each	Each	X	
Half Size Plot	\$ 0.75	Each	Each	X	
Printing B&W 8.5x11	\$ 0.15	Each	Each	X	
Printing B&W 11x17	\$ 0.35	Each	Each	X	
Printing Color 8.5x11	\$ 1.00	Each	Each	X	
Printing Color 11x17	\$ 3.00	Each	Each	X	
Newspaper notice SCDHEC	\$ 150.00	Each	Each	X	
Traffic Counts	\$ 150.00	Each	Each	X	
UDR Report for Phase 1 Env.	\$ 750.00	Each	Each	X	

\* Indicate whether or not additional backup will be provided separately.

Davis & Floyd, Inc.



**Estimate Progress and Review Approval Status**

Task	Task Estimate Progress	Subtask Finalized	Manhours Entered	Direct Expenses Entered	Sub-Task Entered	Reviewer Approved	Sub-Task Submitted	Sub-Task Approval Progress
01	Project Management & Coordination		115	115				
02	Surveying & Mapping		115	115				
03	Roadway Design & Plan Development		115	115				
04	Pavement Marking and Signing		115	115			1	25%
05	Structural Design and Plan Development		115	115				
06	Landscape and Irrigation							
07	Signal Plan		115	115				
08	Utility Coordination		115	115	115			
09	Environmental Services		115	115	115			
10	Right-of-Way Acquisition							
11	Encroachment Permitting Services		115	115				
12	Construction Support		115	115				
13								
14								
15								
16								
17								
18								
19								
20								

**Review Approval Status Summary**

Estimate Reviewer  
 Estimate Approved by Reviewer: NO  
 Review Process Percent Complete

**DBE Percentages Broken Down by Task**

Weighted Average*	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
	Project Management & Coordination	Surveying & Mapping	Roadway Design & Plan Development	Pavement Marking and Signing	Structural Design and Plan Development	Landscape and Irrigation	Signal Plan	Utility Coordination	Environmental Services	Right-of-Way Acquisition	Encroachment Permitting Services	Construction Support								
.....	Davis & Floyd, Inc.								100%											
.....	New South & Associates																			
.....	Red Bay Environmental							100%												
.....	MA Engineering Consultants, Inc.																			

\* Note that the "Weighted Average" percentage is weighted based on the fees associated with each task



**Subconsultant Fee Summary**

**Subconsultant Fees Broken Down by Task**

Task	New South & Associates	Red Bay Environmental	MA Engineering Consultants, Inc.											Total
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08	\$ -	\$ -	\$ 7,085.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,085.32
09	\$ 1,523.18	\$ 8,268.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,791.78
10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 1,523.18	\$ 8,268.60	\$ 7,085.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,877.10

( G )

<b>Fee Breakdown by Firm</b>			
Davis & Floyd, Inc.	\$	548,590.09	97.0%
New South & Associates	\$	1,523.18	0.3%
Red Bay Environmental	\$	8,268.60	1.3%
MA Engineering Consultants, Inc.	\$	7,085.32	1.3%
	\$	-	-
	\$	-	-
	\$	-	-
	\$	-	-
	\$	-	-
	\$	-	-
	\$	-	-
	\$	-	-
	\$	-	-
<b>Project Totals</b>	\$	565,467.19	



**Project Manhour Summary**

Staff Classification	Total	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	
<b>Total</b>	<b>6,324</b>	161	144	112	114	79	117	114	148	114												
Principal	64									14												
Project Manager	12									2												
Project Manager	488	128	10	148	12	4		18	11			53	100									
Transportation Engineer	18																					
Transportation Engineer	1588	74	18	108	58			218	170			110	78	78								
Transportation Engineer/IT																						
Structural Engineer	150					18							38									
Structural Engineer																						
Structural Engineer/IT	50					70																
Hydraulic Engineer	48					18																
Hydraulic Engineer	188					158							24									
Hydraulic Engineer/IT	72					72																
Geotechnical Engineer																						
Geotechnical Engineer																						
Geotechnical Engineer/IT																						
Sr. Traffic Engineer	108	24		128	72			108					50									
Traffic Engineer																						
Traffic Engineer/IT																						
Traffic Engineer	68							62														
Utilities Engineer																						
Utilities Coordinator	134							134														
Electrical Engineer																						
Electrical Engineer/IT																						
Transportation Planner																						
Transportation Planner																						
Transportation Planner																						
Transportation Modeler																						
Project Economist																						
Landscape Architect																						
Architect																						
Sr. Land Surveyor	148		148																			
Land Surveyor	248		248																			
Land Surveyor/IT																						
Environmental Specialist	118									118												
Environmental Specialist	68									62												
Principal Investigator																						
Project Historian																						
Project Architectural Historian																						
Project Archaeologist																						
Project Geologist																						
Project Biologist																						
Project Wetlands Ecologist																						
Project Laboratory Director																						
Project Laboratory Technician																						
Sr. Engineering Technician	52									52												
Engineering Technician																						
Structural Engineering Technician	32					12																
Structural Engineering Technician																						
Sr. Permitting Technician																						
Permitting Technician																						
Sr. Survey Technician																						
Survey Technician	271		271																			
Sr. Survey Technician																						
Sr. GIS Technician																						
GIS Technician																						
Jr. GIS Technician																						





















**Task 11: Encroachment Permitting Services**

CONSULTANT  
 7/1/2013

**Work Breakdown**

011 Classification  
 011 Classification Rate  
 011 Planning Total by Classification for Task

Classification	Rate	Quantity	Amount	...
011	76	18		

Task Total  
**148**

011 Prepare Encroachment Permit  
 011 Coordination with City & NCDOT

Task	Rate	Quantity	Amount	...
011	76	18		

**Fee Determination for Labor**

Staff Classification	Hours	Rate	Direct Labor	Overhead (158.45%)	Profit (10.00%)	FCCM (0.1%)	Labor Total
Project Manager	52	\$ 11.50	\$ 598.00	\$ 948.14	\$ 598.00	\$ 59.80	\$ 2,193.94
Transportation Engineer	76	\$ 27.07	\$ 2,057.32	\$ 3,259.82	\$ 2,057.32	\$ 205.73	\$ 7,570.19
Administrative Assistant	20	\$ 15.75	\$ 315.00	\$ 498.00	\$ 315.00	\$ 31.50	\$ 1,159.50
...							
<b>Task Total for Labor</b>	<b>148</b>		<b>\$ 4,633.92</b>	<b>\$ 7,342.44</b>	<b>\$ 4,633.92</b>	<b>\$ 463.39</b>	<b>\$ 13,208.75</b>

**Non-salary Direct Expenses**

Subtask	Quantity	Unit	Unit Cost	Total Cost
Travel Expenses	250	Each @	\$ 1.50 per Each	\$ 375.00
Meal & Room	500	Each @	\$ 0.75 per Each	\$ 375.00
Printing (R/W, R, S, I)	100	Each @	\$ 1.50 per Each	\$ 150.00
...				
<b>Task Total for Non-salary Direct Expenses</b>				<b>\$ 765.00</b>

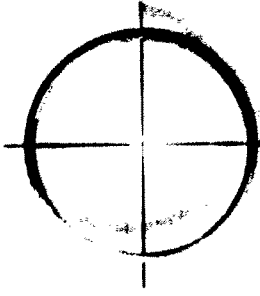
**Subcontract Fees**

Subcontract	Total Fee for Task
New South & Associates	
Red Hay Environmental	
MA Engineering Consultants, Inc.	
<b>Task Total for Subcontract Fees</b>	<b>\$ -</b>

**Fee Summary for Task**

A Direct Labor	\$ 4,633.92
B Overhead [(A x 1.5845)]	\$ 7,342.44
C Profit [(A+B) x 0.1]	\$ 1,197.63
D FCCM [(A x 0.0075)]	\$ 34.76
<b>E Labor Total</b>	<b>\$ 13,208.75</b>
F Non-salary Direct Expenses	\$ 765.00
G Subcontract Fees	\$ -
<b>Task Total</b>	<b>\$ 13,973.75</b>





## NEW SOUTH ASSOCIATES

PROVIDING PERSPECTIVES ON THE PAST

A WOMEN-OWNED SMALL BUSINESS

April 22, 2013

Mr. Tilley Bull  
Davis & Floyd, Inc.  
3229 West Montague Avenue  
North Charleston, SC 29418

Dear Mr. Bull,

New South Associates is pleased to provide this brief proposal and budget for a literature search for the proposed I-95 loop streetscape project for the City of Walterboro, South Carolina. We understand that the study area is defined as being from the beginning city boundary limits at I-95 Exit 57 along SC Route 64 (Bells Highway/North Jeffries Boulevard/Sniders Highway) to the city boundary limits at I-95 Exit 53, including 20 intersecting side roads. The mainline length is approximately 6.41 miles and the total side road length is approximately 0.76 miles for a total distance of approximately 7.17 miles.

This literature search will include background research to identify any previously recorded historic properties that may be affected by the streetscaping project. The results will be provided in a letter report that discusses our findings and provides any recommendations.

I will serve as Principal Investigator for the project. Upon receiving a signed contract and notice to proceed, we can begin the work within one week. The letter report can be provided within two weeks. We appreciate the opportunity to assist you with this project.

Sincerely,

NEW SOUTH ASSOCIATES

Natalie Adams Pope, RPA  
Executive Vice President  
South Carolina Branch Manager

**Georgia/Headquarters**  
6150 East Ponce de Leon Avenue  
Stone Mountain, Georgia 30083  
T/770.498.4155  
F/770.498.3809

**South Carolina**  
722-A South Blanding Street  
Columbia, South Carolina 29201  
T/803.647.5983  
F/803.647.5987

**North Carolina**  
408-B Blandwood Avenue  
Greensboro, North Carolina 27401  
T/336.379.0433  
F/336.379.0434

**Tennessee**  
118 South 11th Street  
Nashville, Tennessee 37206  
T/615.262.4326  
F/615.262.3338

**Alabama**  
P.O. Box 4728  
Huntsville, Alabama 35815  
T/F 256.650.7055



**NEW SOUTH ASSOCIATES**  
**City of Walterboro I-95 Loop Streetscape**  
**Literature Search**  
**Davis & Floyd**

**ASSUMPTIONS**

- This will consist of a literature search to determine if known historic properties may be affected.
- Study area is 7.17 miles long.
- Background literature search requires 6 hours.
- Writeup will consist of a letter report with graphics showing resources identified.
- Writing will require 8 hours. Graphics will require 8 hours. GIS - 1 hour.
- Review and Editing = 1 hour for editor and PI, each.

**PROJECT COSTS**

	Hours	Rate	Subtotal
<b>1). LABOR</b>			
<b>ADMINISTRATION</b>			
Principal Investigator	1	\$70.63	\$70.63
<b>BACKGROUND RESEARCH</b>			
Senior Archaeologist	6	\$62.99	\$377.94
<b>REPORT</b>			
Principal Investigator	1	\$70.63	\$70.63
Senior Archaeologist	8	\$62.99	\$503.92
Graphics Specialist	8	\$47.46	\$379.68
GIS Specialist	1	\$58.22	\$58.22
Editor	1	\$52.16	\$52.16
<b>TOTAL LABOR</b>			<u>\$1,513.18</u>
<b>2) EXPENSES</b>			
Research Photocopies	40	\$0.25	<u>\$10.00</u>
<b>TOTAL EXPENSES</b>			\$10.00
<b>3) LITERATURE SEARCH TOTAL</b>			\$1,523.18



May 4, 2013

Mr. Tilley Bull  
Davis & Floyd  
3229 West Montague Avenue  
North Charleston, SC 29418

RE: Proposal for SUE Utility Designations  
Various Intersections  
Walterboro, Colleton County, SC

Dear Mr. Bull:

MA Engineering Consultants, Inc. (MAEC) is pleased to offer the following proposal to Davis & Floyd, for the above referenced project. If this proposal is not executed within 90 days of the above date, we reserve the right to modify the scope, schedule or fees based on current conditions. It is our understanding that the project will involve providing the necessary utility designation information in the areas of concern as outlined in an email received on July 2, 2012.

Based on your request and the information provided to us, we offer the following scope of services and fees:

**Scope of Services:**

**Task I, Utility Designations**

MAEC will perform the utility designation service for each of the areas outlined in the referenced email. We have assumed a length of 150 lf in each direction for all of the effected intersections. We have also assumed the presence of four utilities at each intersection based upon observed evidence taken from aerial mapping. MAEC will provide a detailed sketch of each intersection based upon our field investigation and best available record information. All utilities will be marked with the appropriate APWA color

1941 Savage Road  
Suite 400-D  
Charleston, SC 29407

v: 877.623.2123  
f: 843.556.1565

[www.maec.com](http://www.maec.com)

Charleston, SC  
Cary, NC  
Dulles, VA

designations. Davis & Floyd will be responsible for locating and mapping all designations.

*Survey Manager*

*1 hour @ \$140.98/hr. = \$140.98*

*Survey Coordinator*

*1 hour @ \$91.09/hr. = \$91.09*

*2-man Field Crew*

*3 hours @ \$137.35/hr. = \$412.05*

*Total per intersection*

*\$644.12*

**Total (11 intersections)**

**\$7,085.32**

This Proposal makes up the Agreement between MA Engineering Consultants, Incorporated and the Client. MAEC Job # 0889-005

We appreciate the opportunity to offer this proposal and, should you have any questions, please feel free to contact me.

Reviewed, accepted and agreed to by:

Surveyor:  
MA Engineering Consultants, Inc.

Owner:  
Davis & Floyd

By: \_\_\_\_\_  
Arvin Maniktala

By: \_\_\_\_\_

Its: President

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_





# Red Bay Environmental

## City of Walterboro I-95 Loop Streetscape

April 29, 2013

<u>Jurisdictional Wetland Delineation &amp; Protected Species Surveying/Reporting</u>	<u>Est. Hours</u>	<u>Field Professional</u>	<u>Fee</u>
On-site Wetland Delineation Field Services & Habitat Assessment of Project Area.	30	\$75/hr	\$2,250
Preparation USACE JD Request Package & Biological Assessment Report	16	\$75/hr	\$1,200
Coordination & Verification with USACE	10	\$75/hr	\$750
Estimated Expenses (GSA Mileage 0.555)			\$288.60
Subtotal	56	\$75/hr	\$4,488.60
<u>General Permitting</u>	<u>Est. Hours</u>	<u>Project Manager</u>	<u>Fee</u>
Preparation of Information for Natural Resources Technical Memorandum	8	\$90/hr	\$720
General Permit Application Package Preparation	16	\$90/hr	\$1,440
Regulatory Coordination/Permit Process Mgmt.	10	\$90/hr	\$900
Coordination with Project Team	8	\$90/hr	\$720
Subtotal	42	\$90/hr	\$3,780.00

\*Hourly Rates Above Include Negotiated Overhead, Salary & Profit of 10%

**TOTAL PROJECT BUDGET**

**\$8,268.60**



South Carolina  
Department of Transportation  
655 Park Street, Room 101  
Columbia, South Carolina 29201

Acting Director of Procurement  
David P. Howell, CPPB  
(803) 737-1333 Fax (803) 737-2016

October 29, 2012

Ms. Jennifer L. Bragg  
Davis & Floyd, Inc.  
240 Stoneridge Drive, Suite 305  
Columbia, SC 29210

Re: On-Call Right-of-Way Acquisition Service  
Bid #5400004772

Dear Ms. Bragg,

Our selection committee has reviewed your response to the Request for Qualifications #5400004772. Your submittal was accepted and your firm prequalified for On-Call Right of Way Acquisition Services.

We will contact you via email as soon as we have an available project and a defined scope of work. At that time only the firms prequalified will be invited to submit proposals. Thank you for your interest.

Sincerely,

Vickie W Stephens, CPPO, CPPB  
Procurement Manager  
SCDOT  
955 Park Street, Room 101  
Columbia, SC 29202  
Telephone: 803-737-1530  
Fax: 803-737-2046  
Email: [stephensvw@scdot.org](mailto:stephensvw@scdot.org)

VWS/tms

#7

# McLEOD FRASER & CONE LLC

W J McLEOD, JR.  
(1906-1994)  
DONALD H. FRASER  
PEDEN B. McLEOD  
GEORGE W. CONE  
J REAVES McLEOD  
-----  
THOMAS L. HOWARD  
R. CLENTEN CAMPBELL

ATTORNEYS AT LAW  
111 E. WASHINGTON ST.  
P.O. DRAWER 230  
WALTERBORO, S.C. 29488-0003

TELEPHONE  
(843)549-2316  
-----  
TELECOPIER  
(843)549-2306  
-----

July 19, 2012

South Carolina Department of Transportation  
Local Public Agency Administrator  
P O Box 181  
Columbia, SC 29202

City of Walterboro  
242 Hampton Street  
Walterboro, SC 29488

Re: City of Walterboro I-95 Loop Corridor Improvements (LPA-21-11)  
Wood+Partners Inc., Prime Contractor  
Davis & Floyd Inc., Subcontractor  
Bizzell Design, Subcontractor  
Simmons Irrigation, Subcontractor  
Nina Fair of Fair Consulting, Subcontractor

MFC File No 34568-12

Good Day:

The City of Walterboro has request that we, as legal counsel for the City of Walterboro review their procurement procedure in order to certify to the Public Agency Administrator of the South Carolina Department of Transportation Local that the procurement procedures used by the City of Walterboro in connection with the above referenced project and the procurement of the services contracted for in the Contract Between The City of Walterboro, SC and Wood+Partners Inc. referenced herein below are compliant with the South Carolina Procurement Code, Title 11, Chapter 35 of the South Carolina Code of Laws, 1976, as amended.

For the purpose of our review in making this certification, we have reviewed the following items:

1. Title 11, Chapter 35 of the South Carolina Code of Laws, 1976, as amended, South Carolina Consolidated Procurement Code;
2. Article X. Procurement, Code of Ordinances of the City of Walterboro, 2010, as amended;
3. The advertisement for request for qualifications for professional services for the "I-95 Loop Project for Walterboro" as published on April 30, 2012 in Volume 32, Issue 35 of *South Carolina Business Opportunities* as published by the Materials Management Office;
4. The "Project Proposal Evaluation" for Wood+Partners, Inc. and The Land Plan Group South, Inc. as prepared by three members of City of Walterboro management;

5. The "Record of Negotiations" for the I-95 Loop Project and correspondence attached thereto and incorporated therein;
6. The Cover letter dated as of August 11, 2012 from Wood+Partners Inc. to Jeff Lord, City manager of the City of Walterboro; and
7. The Agreement and Contract Between The City of Walterboro, SC and Wood+Partners Inc. dated as of August 11, 2012 for certain services to be provided to the City of Walterboro in connection with the City of Walterboro's I-95 Business Loop Corridor Improvements Project as submitted to the City of Walterboro with the cover letter referenced at subparagraph 6 above.

We have also examined such other agreements and instruments, certificates of public officials, officers of the City and other persons, and such other documents furnished to us by officers and employees of the City, and made such other investigations and examinations of applicable laws as we deemed necessary as a basis for the opinion hereinafter expressed. In rendering such opinion we have relied, to the extent we deemed reasonable, on certificates and certain other information provided to us by officers and employees of the City and officials as to matters of fact of which the makers of such certificates or the person providing such other information had knowledge. We have assumed the authenticity of all documents, records and instruments examined by us, the correctness of all statements of fact contained therein and the competence of all signing parties. Nothing came to our attention in the course of our examination that indicated that any such documents, records or instruments were not authentic, or correct or that any signing party was not competent.

Based on our review of the South Carolina Consolidated Procurement Code, specifically including without limiting the generality of the foregoing, ' 11-35-40(2) and ' 11-35-40(3) and the other items referenced above, it is our opinion that the City of Walterboro has complied with the South Carolina Consolidated Procurement Code, in the solicitation and procurement of the services contracted for in the proposed Agreement and Contract Between The City of Walterboro, SC and Wood+Partners Inc. entered into as of August 11, 2012, as submitted to the City with the cover letter dated as of August 11, 2012 from Wood+Partners Inc. and as submitted with the LPA Consultant Services Award Concurrence Request Form as Item 6.

This opinion is being rendered for the purpose stated hereinabove for the sole benefit of City of Walterboro and South Carolina Department of Transportation, Local Public Agency Administrator. No other person or entity is entitled to rely hereon and any liability to third parties is expressly disclaimed.

Very truly yours,

McLeod Fraser & Cone LLC

George W. Cone  
FOR THE FIRM