# 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



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** 

att Janhon !

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



# LPA Consultant Services Award Concurrence Request Form

Prior to the award of a consultant services contract, the Local Public Agency (LPA) shull submit to the South Carolina Department of Transportation (SCDOT) Local Public Agency Administrator (LPAA), this request for review and concurrence of award along with the appropriate documentation listed below. Upon review and concurrence, the LPA shall provide a formal award notice to the successful consultant.

Contact Person: 1 ( 1 )
Contact Person: 14 Pres of Lange of Printer
Address: 1111 Handridge . 1- Phones Will a 1821 . 1
1 1/2 1000 31 119 12
LPA/Contract Number: 1-19/1 - 2/ -1/ County: County: Colletary
Project Name: The state of the
File Number: Master PIN Number:
Fife Number: Master PIN Number:  Date of Agreement: \[ \lambda 5 \frac{A\pi - 1}{2010} \] Construction Completion Date: \[ \lambda 5 \frac{A\pi - 1}{2015} \]
Cot Director Contracts / Special Projects
The LPA is requesting your concurrence in award of consultant services for the design and development of the above referenced project to 1600 1 1 100 200 100 200 200 200 200 200 2
Project Description: (No. 2014 April 1984 April 1984)
this concurrence request shall include the following documentation:
Consultant Services:
$FT$ SCBO advertisement and date published $= \mathcal{F} F \circ I$
A Preliminary Scope of Services / / 2
[2] List of proposals received including primary and sub-consultants with their respective services identified by proposing team.
1.7 Procumentation including rating sheets supporting the order for negotiation based on initial agencias and increase and
[4] Summary of negotiation process including LPA independent in-house estimate prior to receiving consultant estimate, dates and summaries of negotiation conversations / meetings. [4]
[A] Copy of proposed execution ready agreement. If Gen
Presaward audit ( v. () ) and () () ( ) and ()
[4] Certification from LPA Legal counsel certifying compliance with South Carolina Consolidated Procurement Code (special reference 11-35-40(2) and 11-35-40(3). 47
The SCDOT has reviewed the procurement procedures used by the LPA for this project including the original certification procurement procedures and the information included in this form and has based the SCDOT's opinion on the LPA's
Consultant Services:
Concur Concurrence Denied
Concurrence is subject to additional field reviews/audits conducted by SCDOT, Federal and/or State authorized representatives.  Findings/discrepancies will be addressed-juster appropriate SCDOT and Federal regulations.
Director of Jonnacts / Special Projects  Date  Date

# SOUTH CAROLINA BUSINESS OPPORTUNITIES

Published by Materials Management Office - R. Voight Shealy, Director

April 30, 2012

Volume 32, Issue 35

© 2012 Materials Management Office A Listing, Published Twice Per Week, of Proposed Procurements in Construction, Information Technology, Supplies & Services As Well & Other Information of Interest to the Business Community.

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Sealed Bide Listed in This Publication Will Be Received at the Time, Place & Date indicated in the Announcements & Then Be Publicly Opened & Read Aloud, The State/Owner Reserves the Right to Reject Any Or All Bids & to Walve Technicatities.

# 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

1-95 LOOP PROJECT FOR WALTERBORO

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 & 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, & 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 Waiterboro 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 1984 & must make positive efforts to use small & minority owned businnesses.

In Accordance With The Brooks A-E Act & The FAR, the City of Walterboro will publicly 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 qualified firm reviewed.

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

- Design: Project plans preparation; review as-built drawings & other available information; conduct surveys of the area; prepare bid documents for contractors consistent with the conceptual drawings & identify anticipated quantities for preferred methods; Contract documents must specify contractor's responsibility to demonstrate compliance with SCDOT & FHWA requirements.
- Bid Phase: Advertise project; conduct pre-bid meeting & bid opening; review bids, evaluate contractors, & make recommendation.
- Permitting: SCDOT Encroachment PermitLa nd Disturbance Permit or walver; 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 1-8 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 & recommendations on construction methods.
2. Complete bid packages. 3. Regular status reports by e-mail to owner & project administrator. 4. All necessary permits.
5. Proposed project schedules. 6. General Liability Insurance Certificate, 7. Federal Tax IDs 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 & FHWA regulations, 5. Project 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 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 Waiterboro's transportation system, 0 – 15; Familiarity with SCDOT & FHWA regulations, 0 – 10; Project Approach & 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 Waiterboro 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 Waiterboro will discontinue the negotiations & begin negotiations with the second highest ranked firm.

Women & Minority Owned Firms Are Encouraged to submit qualifications.

Five (5) Sesied Copies Of The Qualifications Are Due Back to the City of Walterboro by 10:30am, on May 25, 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 sesied envelope & include the firm's name & project's name to City of Walterboro, A tin: City Manager, RE: 1-96 Loop Project RFQ, 242 Hampton St., PO Box 709, Walterboro, SC 29488.

Please Contact Charile Chewning, Public Works Director at (\$43) 782-1015 if you have any questions about this project.

# CONSTRUCTION

# Invitation for Construction Bids

Please varify 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 construction. 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 With 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.

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@dp3archilects.com A/E Telephone: (884) 232-8200, Ext. 1017 All Fax: (864) 232-7587
Note: All questions & correspondence concerning this Invitation to Bid shall be addressed to the A/E.

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

Plan Deposits \$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.cacc.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 29807
Agency/Owner: Greenville-Technical Col-

Agency Procurement Officer: Bill Tripp Address: PO Box 5516, Greenville, SC 29608

E-mail: bill.tripp@qvitec.edu Telephone: (864) 250-8112 Fax: (864) 250-8815 Bid Glosing Date/Time: 5/31/12 – 2:00pm

lege

Place: Facilities Building 107, 23 Winterberry Court, Greenville, SC 29607

Hand Deliver Bids To: Greenville Technical College, Attn.: Bit Tripp, Facilities Building 107, 23 Winterberry Court, Greenville, SC 29607

Mail Bide To: Greenville Technical College, Attn.: Bill Tripp, MS1071, PO Box 5816, Greenville, SC 29606

FedEx/UPS/Overnight Bids To: Greenville Technical College, Attn.: Bill Tripp, MS1071, 738 South Pleasantburg Dr., Greenville, SC 29807

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 & dis-

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

# REQUEST FOR Qualifications for

#2

# 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. Famillarity 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
•	reject proder and ocheque.	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.

Date

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

ULG/OWNER: City of Walterboro Proj	ject Name & Number: [:	95 Loor	Project				
EXAMPLES OF	RANKIN				_		
EVALUATION CRITERIA (For additional criteria add sheets)	RANGE	A	В	С	D	Æ	
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 Syste	m 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							
RANKING OF FIRMS (1, 2, 3, 4) Transfer to Summery Form) TRM NAMES:			1			<del></del>	
A The Land Plan Group South, Inc.							
B Wood+Partners Inc.							
E							
Signature & Print Name	Ja	<u>5-3</u>	3 -	اک			

# PROJECT PROPOSAL EVALUATION

(To be used by each committee member to evaluate an RFP/RFQ)

ULG/OWNER: City of Walterboro Project Name & Number: 1-95 Loop Project EXAMPLES OF RANKIN **EVALUATION CRITERIA** RANGE B C D E (For additional criteria add sheets) 0-15 Overall experience of the firm 18 0-20 b) Project Team 15 0-15 15 Familiarity with City of Walterboro's Transportation System c) 0-10 Familiarity with SCDOT and FHWA regulations d) 10 10 0-20 19 16 e) Project Approach and Schedule 0-20 18 Qualifications demonstrated by past projects f) 86 TOTAL RANKING OF FIRMS (1, 2, 3, 4.....) (Transfer to Summary Form)
FIRM NAMES: The Land Plan Group South, Inc. В Wood+Partners inc. C D E

Deus El Dennis Averken Signapure & Print Name

/20/12 Date

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

ULG/OWNER: City of Walterboro Project Name & Number: 1-95 Loop Project

EXAMPLES OF	RANKIN					
EVALUATION CRITERIA (For additional criteria add sheets)	RANGE	A	B	C	D	F.
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	13			
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			<del></del>
TOTAL		69	76			***************************************
RANKING OF FIRMS (1, 2, 3, 4) Transfer to Summary Form) TRM NAMES:		<b>a</b>	1			

A	Wood+Partners Inc. Stranger ( Company to one / Linder
B	Wood+Partners Inc. Stanger Eas Camp / Eas not as famile w/ TS but LA Very
C	tout a land the land the land of the land the land
D	1 10 / 10 / land Share he had a factor
E	no projet as long as ours by + lung-than LPa

Signature & Print Name

Telephone: 843-549-2545 .Aux: 843-549-9795 TOD Reley: 1-800-735-2905

# City of Walterboro

242 Hampton Street

Balterboro. South Carulina 29488

Mailing Address: Past Office Bax 709

Malterboro. South Carolina 29488-0008

June 1, 2012

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

Re: 1-95 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.

effrey V. Lord City Manager

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

JVL:bh

ce: 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

C¢:

Kristen Mansfield; Trey Griffin; Todd Theodore

Subject:

1-95 Loop Project Cost Estimates

Attachments:

Draft Walterboro I-95 Estimate 10-22-10 E Phase 18 & 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.

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

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: 843-549-2545 Jan: 843-549-9795

THE Relay: 1-800-735-2905

Gity of Walterboro

242 Hampton, Street

. Walterboro. South Carolina 29488

Mailing Address: Post Office Box 709

Walterborn, South Carolina 29488-0008

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.

////n

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. Pees 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 fluidling design and certification.

4. This guideline expires December 2, 2009.

Estimated Construction Cost	Projects Below Average Complexity	Projects of <u>Average</u> 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. Jaffrey 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 1-95 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 Nine 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)	: 20
4.	Tildae ii (Pridaes 10, 10, 2A, 2B and 3-15)egg 422	20
	Total Fee	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:Warksting\_and\_job\_Development/Proposals/URBANVHH/(Walterbore 1-95 Loop Project/Proposals & Contracts/Contracts/Final Contracts/Walterbore 1-95 Business Loop Corridor Improvments Proposal .doc

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

# FEE SUMMARY BY PHASE FOR PHASE II

11-Jur-12

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:
  - 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?)
  - Landscape Consultant 410 man-hours Ask Consultant to verify enough hours
     specified (DOT number appeared high to begin with)
  - 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).
  - 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).
  - 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: Sent: Jeff Lord <jvlord@walterborosc.org> Tuesday, June 18, 2013 12:01 PM

To:

Mark Baker

Subject:

Updated Scopre 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



# Jeff Lord

From:

Mark Baker <mbaker@woodandpartners.com>

Sent:

Tuesday, June 18, 2013 3:17 PM

To:

Jeff Lord

Subject:

RE: Updated Scopre and Fee schedule

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

Mark L. Baker, ASLA President



'ood+Partners Inc.

indscape Architects / Land Planners Iton Head Island - Tallahassee

Office 843-681-6618, Ext. 245 Cell 843-338-4360 www.woodandpartners.com

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If you print, please recycle.

From: Jeff Lord [mailto:ivlord@walterborosc.org]

Sent: Tuesday, June 18, 2013 12:01 PM

To: Mark Baker

Subject: Updated Scopre 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

# **Jeff Lord**

From:

Mark Baker <mbaker@woodandpartners.com>

Sent:

Friday, July 12, 2013 8:44 AM

To:

Jeff Lord

Subject: Attachments: Walterboro I-95 Business Loop Agreement Walterboro MFE Agreement for 1-95 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 underwayl

Thank you,

Mark L. Baker, ASLA President



/ood+Partners inc.

indscape Architects / Land Planners Iton Head Island Tallahassee

Office 843-681-6618, Ext. 245 Cell 843-338-4360 www.woodandpartners.com

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If you print, please recycle.



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 Fleid 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

G:\Marketing\_and\_Job\_Development\Proposals\URBAM\H\\Waiterboro I-95 Loop Project\Proposals & Contracts\Contracts\July 2013 Final Contracts\Final Word & Excell Documents\WPI Final Docs\Final Word and Excell Docs\Liuly 7, 2013\Waiterboro Cover Letter.DOC

# AGREEMENT AND CONTRACT BETWEEN

The City of Walterboro, SC

Ŀ

# Wood+Partners Inc. Revised July 12, 2013

# SECTION L GENERAL RECITALS

ITHIS 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. <u>PROJECT DESCRIPTION</u>: 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.

- 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 <u>ATTACHMENT "B". SERVICES OF THE CITY</u> 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.IA, 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.

- e. 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 <u>ATTACHMENT "C" MANHOUR AND FEE ESTIMATE</u> 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 <u>ATTACHMENT "C2" for SUB-CONSULTANT MFE</u> which outlines Davis and Floyd Inc. scope of services and fee for surveying, civil, structural and environmental engineering services.
- C. <u>TOTAL COMPENSATION to CONSULTANT</u> under the terms of this Agreement shall not exceed the lump sum maximum amount of \$775,253.59 as set forth in <u>ATTACHMENTS "C" MANHOUR AND FEE ESTIMATE</u>.

- D. <u>COST\_RECORDS.</u> 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, 0MB Circular A-I 02, and other directives as appropriate.
- E. <u>PURCHASE AND RENTAL/LEASE</u>. 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. <u>RELOCATION COSTS</u>, 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 <u>must</u> 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. <u>Certification of prompt payment to subconsultants.</u> 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 VIL 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 hole 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. <u>FINDINGS CONFIDENTIAL</u>. 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. <u>REOUIREMENTS FOR CHECKING AND REVIEWING OF PLANS.</u> 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.
- QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to F. 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. <u>CHANGES IN CONTRACT.</u> 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.

- 1. <u>DELAYS AND EXTENSIONS.</u> 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. <u>FAILURE TO MAINTAIN SATISFACTORY PROGRESS.</u> 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. <u>TERMINATION OF CONTRACT:</u>

- 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.

- 1.. <u>DISPUTES.</u> 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. <u>RESPONSIBILITY FOR CLAIMS AND LIABILITY.</u> 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. <u>SUBLETTING. ASSIGNMENT OR TRANSFER.</u> 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 <u>ATTACHMENTS "C" & "C2" MANHOUR FEE EXTIMATES WITH SIGNAGE. IRRIGATION AND ENGINEERING. ENVIRONMENTAL. LAND SURVEYING. CONSULTANT AND SUBCONSULTANT FEES.</u> 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. <u>DRUG FREE WORK PLACE CERTIFICATION</u>. 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. <u>ITTLE VI. CIVIL RIGHTS ACT OF 1964.</u> During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:
  - 1. <u>Compliance with Regulations</u>: Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Fransportation (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. <u>Non-discrimination</u>: 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. <u>Information and Reports:</u> 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. <u>Incorporation of Provisions:</u> 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.

# Γ. 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. <u>EOUAL EMPLOYMENT OPPORTUNITY</u>. 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. <u>COMPLIANCE CONCERNING ILLEGAL ALIENS.</u> 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. <u>SUCCESSORS AND ASSIGNS.</u> 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. <u>ENTIRE AGREEMENT.</u> 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 tirm 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 tile 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:	
	Wood+Partners Inc.
WITNESS:	(Consultant's Legal Name)
	By: Markleway
	Mark L. Baker
	Title: President
	Federal ID No: <u>57-0869638</u>
Signed, Sealed and executed for the City:	
WITNESS:	CITY OF WALTERBORO
	Ву:
	Jeff Lord
	Title: City Manager

# ATTACHMENT "A"

# SCOPE OF SERVICES & SCHEDULE 1-95 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**

<u>Phase 1B</u> - 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 ID - 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).

<u>Fasks Involved</u>: 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).

<u>Fasks Involved</u>: 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.

Fasks 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, 1-95 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

**FASK 1: PROJECT MANAGEMENT / COORDINATION** 

**FASK 2: SURVEYING AND MAPPING** 

FASK 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

Field Surveys

**Public Meeting** 

Design Development Plans Complete

SCDOT Preliminary Review & Comment Period

Easement Exhibits

Construction Plans

Permitting & Submittals

**Project Bidding** 

2 Weeks after NTP

3 Months after NTP

4 Months after NTP

8 Months after NTP

10 Months after NTP

11 Months after NTP

12 Months after NTP

15 Months after NTP

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.
- II. 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/Sniders 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 <u>Total Surveying Distance</u> 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.

## 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.
- [1] 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 feet 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) @ SC Route 64/US Route 15 (N. Jefferies Blvd) Phase 6
- 4. SC Route 64 (Bells Highway) @ 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) @ Heirs Loop / Corner Road Phase 15
- 10. SC Route 64 (Bells Highway) (a) [-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 SCDOT Traffic Signal Design Guidelines for each trattic 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:

- New equipment (i)
- Existing equipment to be retained, if applicable 2)
- Phasing diagram, input and output file assignments 3)
- Pedestrian signal phasing 4)
- 5) **ADA** requirements
- Railroad requirements, if applicable 6)
- Routing of loop lead-ins 7)
- Fiber Drop Cable Design 8)
- Field wiring and interconnect 9)
- 10) List of Materials per intersection
- 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 limes: 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 CTTY 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 CTTY will receive one (1) original of all afore-mentioned plan/document package with one (1) copy of each forwarded to SCDOT.

- I.. 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 were 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.

## **FASK 9: ENVIRONMENTAL SERVICES**

The CONSULANT 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

- inticipated 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 laterim 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.
- 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;
- II. 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.

#### .1ssumptions:

- 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

# 1-95 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 U

#### Project Information

Project Phase or Segment Project Location CM Number/Descriptor

1-95 Business Loop Streetscape
Corrotder Phase 1 & 2
Colleton County

## Labor Multipliers

Overhead Rate
FCCM Rate
Profit Rate
Combined Multiplier

219.27% a 0.24% b 10.00% c 15114 (1+a)\*(1+c)+b

Staff Classifications

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

Non-valury Direct Expenses

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

## Consultant Information

Contract Designation

Firm Name Certifled DBE? Reviewer Name Submittal Date Estimate Type

_	
	Wood+Partners Inc.
	No
	Mark Baker
	Prime Consultant

#### **Fask Identification**

Active	fask	Description
O.	01	Project Management & Coordination
2	02	Surveying & Mapping
Ø	()3	Roadway Design & Plan Development
0	1)4	Pavement Marking & Signing Plans
<b>2</b>	05	Structural Design & Plan Development
回	06	Landscape & Irrigation Plans
ø	07	Signal Plans & Street Light Fixture Coordination
0	08	Utility Coordination
Ø	09	Environmental Services
Ø	10	Right-of-Way Easement Acquisition
Ø	11	Encroachment Permtting Services
Ø	12	Construction Services
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#### Subconsultant Roster

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

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Staff Classifications and Roses

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<sup>\*</sup> Effective "Leaded" Hourly Rate (Base Rate x "Combined Multiplier"), Provided for information only,

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194 Business Long Streetscape (Corroldor Phase L& L)

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## Brief Description of Subconsultant Rule & Responsibilities for the Project

Davis & Floyd Inc.	Land Surveying, Structual Engineering, Civil Engineering, Roadway Design and Environmental Services
Bizell Signage Design	Signage & Wayfinding Design
Simmons Irrigation Designs	Landscape Irrigation Design:
Nina Fair Specifications Writer	Specifications Writer
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Review Approval Status Summary

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

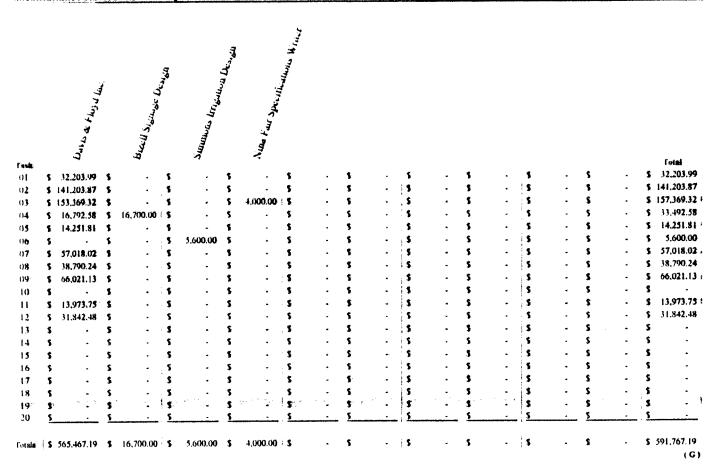
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116	Landscape	& Irrigation Plans		,	2,212.74		1.88		6 1	5.31	The same of the sa		208.25 \$	7,984.6
07	Signal Pla	ns & Street Light Fixture	Coordination	;	1.671.64	No. of the last	5.41		1 !	\$ 101	\$ 5,874.77	5	. 5	5,874.7
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								\$ 20,333.		\$ 152.81	\$ 223,818.74		18,428.45 \$	242,247.
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umma	ITY OF UB	E Qualifying Fees						A - Direc	et I	abor		\$		63,686.
			Total Fee Qual. Percents	ske G	unlifying Fee					d [A x 2.1927]		5		139,645.
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#### Subconsultant Fee Summary

Subconsultant Fees Broken Down by Fask



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

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Estimate for Task 01 propared by: Mark Baker

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Estimate for fask 03 propared by: Mark Baker

Mark Baloer

Estimate for Task 04 prepared by:

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Estimate for Task 06 prepared by: Mark Boker

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Estimate for Task 07 propered by: Mark Bekor /

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Estimate for Task 12 prepared by: Mark Baker

### PROPOSAL

July 10, 2012



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.

Buzz Bizzell, SEGD Bizzell Design, Inc

Mark Baker, ASLA, Principal Wood+Partners

Date:

## 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.

(Signature)

1590 Oak Island Drive Charleston, SC 29412 ninafair@bellsouth.net

Tel: 843-762-4930 Cell: 843-345-4930 Fax: 843-406-9691

# 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 \$800 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

July, 2013

## MANHOUR & FEE ESTIMATE WORKBOOK

SETUP I

### Project Information

Project Name	1-95 Business Loop Streetscape
Project Phase or Segment	
Project Location	Corroldor Phase 1 & 2
	Colleton County
( M Number/Descriptor	
Contract Designation	
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## Consultant Information

Lirm Name
Centiled DBE?
Reviewer Name
Submittal Date
Estimate Type

Davis & Floyd, Inc.
No
Subconsultant

#### Taxk Identification

\ctive	<u> Fask</u>	Description
	01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17	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

#### Labor Multipliers

Overhead Rate	158.4504	
FCCM Rate	0.75%	a b
Profit Rate	10.00%	e
Combined Multiplier	2.8305	(1+a)*(1+c)+b

#### Staff Classifications

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

### Von-salary Direct Expenses

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

#### Subconsultant Roster

bconsultant	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

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Sr. Survey Fechnician	\$ 18.50	\$ 52.73	X	\$ 18.50	Marcha Moragomery		i		!	
Survey Fechnician  Jr. Survey Fechnician	\$ -	5	] .	L	1		!		1 	
Sr. GIS Technician	- ; .	5	1		1		i		i	
GIS Technician	š ·	\$ .			!		:		!	
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Sr. Administrative Assistant	5 .	\$ -	1	1	i		t	- 1	1	
Administrative Assistant	\$ 15.73	\$ 44.84	X	\$ 16.15	Kares Hydrick	3 15.50	iPauls Lothridge		i	
Office Manager	\$ .	5	.	\$ 20.20	Cyndy Bohacson		•	1	!	
Controller/Accountant	\$ 20.28	\$ 57.81 \$ 61.28			Robert Wayne Doss	\$ 21.45	Rick Rassey		1	
Survey Crew Chief	\$ 21.50 \$ 14.43	\$ 61.28 \$ 41.13			Alfred Joseph Jackson		Yusef Zyad Khalik		t .	
Survey Instrument Man	\$ 14.43	\$ +1.13	`	1 .4.13	1		1		<u> </u>	
Survey Rodman SUE Crew Manager	<del>, ; ;</del>	5	1		ı		ì			
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Sr. ROW Specialist	\$ -			1	1		ì	İ	i	
ROW Abstractor	\$ -	\$		1	i	-	1		!	
ROW Appraiser	<u> </u>	\ <u> </u>	1	-	. <del> </del>		1		1	
Information Technology Specialist	\$ .	\$ -			i	1	i		1	
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Non-valury Direct Expense Rates

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<sup>\*</sup> Indicate whether or not additional backup will be provided separately.

Davis & Floyd, Inc.

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#### Brief Description of Subconsultant Role & Responsibilities for the Project

New South & Associates	Cultural Resource Cooridor Review & Summary
Red Bay Environmental	Wetland Delineation & USACE Permit Consultant
MA Engineering Consultants, Inc.	SUE - Utility Locates at Intersections where Mast Arm Upgrades are plasmed.
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## Estimate Progress and Review Approval Status

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Review Approval Status Summary

Estimate Reviewer Estimate Approved by Reviewer' NO-Haview Process Percent Complet

DBE Perce	ntages Broken Down by Task																				
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LENCY JONA	Davis & Floyd, Inc. New South & Associates Red Bay Environmental MA Engineering Consultants, Inc.								100%	1 CM PAGE											

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

## Project Fee Summary

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Colleton County

## Subconsultant Fee Summary

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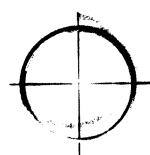
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# 18 P	Sorial Savadgatada  Principal  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  For a consensual Specialist  For a consensual Specialist  For a consensual Specialist  Selected Manager  Select	14 	\$ 57 45 \$ 1776 \$ 38.06 \$ 12.31 \$ 19.95 \$ 1573 \$ 32.56 \$ 37.07 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	\$ 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	1,726.43 1,726.43 7,146.22 2,191.71 1,495.68 2,193.33 1,238.19 1,718.17 29,764.36 (R3 0,255 9,15 1,101	per male per Facilip	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	17-64 17-64 12-64 13-73 10-137 7-64 10-23 5-86 22-23 140-20 (D3) 140-00 15-100	9 6 8 6 8 8 5 5	A,7 12.4 12.6 1.9 2.8 3.9 2.2 8.4
# 18 P	North Line September 1  The compatible of the Co	14 17 116 A2 17 17 17 17 17 17 17 17 17 17 17 17 17	\$ 57 45 \$ 1776 \$ 38.06 \$ 12.31 \$ 19.55 \$ 15.73 \$ 32.56 \$ 37.07 \$ 3 \$ 3.65 \$ 37.07 \$ 3 \$ 3.65 \$ 15.73 \$ 3.70 \$ 3.70	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,726,43 -0,76,43 -7,146,22 2,191,71 1,496,66 1,496,66 1,298,19 1,718,17 29,744,16 (#3 1,550 1,000 1,0	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	1746 17 64 12 51 13 32 16 37 7 64 10.31 5.56 6 22.33 148.90 (D3 148.90 (D3 151.00 151.00 151.00 151.00 151.00 151.00 151.00 151.00 151.00	9 6 8 6 8 8 5 5	A,7 12.4 12.6 1.9 2.8 3.9 2.2 8.4
# 18 P	Sorial Savadgatada  Principal  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  For a consensual Specialist  For a consensual Specialist  For a consensual Specialist  Selected Manager  Select	14 	\$ 57 45 \$ 1776 \$ 38.06 \$ 12.31 \$ 19.95 \$ 1573 \$ 32.56 \$ 37.07 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.45% 3.726.43 7.146.22 2.196.74 1.696.66 2.196.74 1.296.89 1.718.67 29.764.86 (.83 0.550 0.75 9.15 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1	per male per Facilip	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	1	17-64 17-64 12-61 13-72 13-73 161-77 161-79 15-76 12-23 1440-90 (10-3) 151(00 1	9 6 8 6 8 8 5 5	A,7 12.4 12.6 1.9 2.8 3.9 2.2 8.4
# 18 P	Sorial Savadgatada  Principal  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  For a consensual Specialist  For a consensual Specialist  For a consensual Specialist  Selected Manager  Select	14 	\$ 57 45 \$ 1776 \$ 38.06 \$ 12.31 \$ 19.55 \$ 15.73 \$ 32.56 \$ 37.07 \$ 3 \$ 3.65 \$ 37.07 \$ 3 \$ 3.65 \$ 15.73 \$ 3.70 \$ 3.70	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	1 14 15 15 15 15 15 15 15 15 15 15 15 15 15	1.756.63 .776.63 .71.46.22 .2.191.71 1.466.66 .2.193.33 1.238.19 1.238.19 1.238.19 1.238.19 1.238.19 1.718.17 0.550 0.75 9.15 9.15 9.15 9.15 9.15 9.15 9.15 9.1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	1	1764 1764 12 or 13 325 (d 37 7 64 (0.38 5.86 22,33 140,90 (D3) (D3) (D3) (D3) (D3) (D3) (D3) (D3)	9 6 8 6 8 8 5 5	A,7 12.4 12.6 1.9 2.8 3.9 2.2 8.4
# 18 P	Sorial Savadgatada  Principal  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  For a consensual Specialist  For a consensual Specialist  For a consensual Specialist  Selected Manager  Select	14 	\$ 57 45 \$ 1776 \$ 38.88 \$ 12.31 \$ 19.55 \$ 15.73 \$ 32.56 \$ 27.17 \$ \$ \$ \$ \$ \$ \$ \$ \$ 19.55 \$ 15.73 \$ 32.56 \$ \$ 17.75 \$ \$ 75 \$ 17.75 17.	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	1 14 2 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	1.45% 3.726.43 7.146.22 2.196.71 1.66.66 2.196.33 1.236.19 1.236.19 1.236.19 1.236.19 1.256.10 (#3	per make per Fach per Fach per Fach per Fach	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	1	17-64 17-64 12-61 13-72 13-73 161-77 161-79 15-76 12-23 1440-90 (10-3) 151(00 1	9 6 8 6 8 8 5 5	A.7 12.8 12.8 1.9 2.8 1.9 2.2 5.4
# 18 P	Sorial Savadgatada  Principal  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  For a consensual Specialist  For a consensual Specialist  For a consensual Specialist  Selected Manager  Select	14 	\$ 51 45 \$ 1776 \$ 38.06 \$ 19.95 \$ 15.73 \$ 32.56 \$ 32.56 \$ 37.07 \$ \$ 3.00 \$ 1.00 \$ 1.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	1 14 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	1.156.05 0.756.05 0.756.05 1.196.71 1.296.71 1.296.66 2.196.33 1.238.19 1.718.17 29.766.36 (B.1 0.550 0.550 0.75 9.15 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1	per made per Facili per Facili per Facili per facili per facili	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	1	17-64 17-64 112-51 13-35 16-37 7-7-64 10-33 15-56 22-33 140-290 (D3) 140-290 (D3) 150-000 150-	9 6 8 6 8 8 5 5	A.7 12.8 12.8 1.9 2.8 1.9 2.2 5.4
# 18 P	Sorial Savadgatada  Principal  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  Selected Manager  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  To a consensual Specialist  For a consensual Specialist  For a consensual Specialist  For a consensual Specialist  Selected Manager  Select	14 	\$ 51 45 \$ 1776 \$ 38.06 \$ 19.95 \$ 15.73 \$ 32.56 \$ 32.56 \$ 37.07 \$ \$ 3.00 \$ 1.00 \$ 1.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	1/mg 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	1.756.63 .776.63 .7146.22 .2191.71 1.666.66 .2.191.73 1.236.19 1.715.17 .29.754.36 .6.75 .0.75 .0.75 .0.75 .0.75 .0.75	per mate per Fach per Fach per Fach	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	S   S   S   S   S   S   S   S   S   S	1766 17 64 12 07 13 32 16 137 7 68 10 33 15 86 22,33 140,90 (10 3 140,	9 6 8 6 8 8 5 5	6.7 12.7 15.8 19. 2.8 19. 2.2 5.4
- 14 to 1	Sorial Sandrada Manager  See 1900 C Manager  See Proceed Manager  See Proceed Manager  See Proceed Manager  See Proceed Manager  See The Second Manager  See The Second Manager  See Transportation Paginoser  See Transportation Paginoser  See Transportation Paginoser  See Transportation Paginoser  See Transportation Paginoser  See Transportation Paginoser  See Transportation Paginoser  See Transportation Paginoser  See Transportation Paginoser  See Transportation Paginoser  See Transportation  See Trans	14 	\$ 51 45 \$ 1776 \$ 38.06 \$ 19.95 \$ 15.73 \$ 32.56 \$ 32.56 \$ 37.07 \$ \$ 3.00 \$ 1.00 \$ 1.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	114 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	1.43%, 62.4%, 62.5%, 62	per nade per Fach per Fach per Fach	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	1	17-64 17-64 17-77 17-76 10-37 10-39 5-36 22-33 140-90 (D3 140-00 19-100	9 6 8 6 8 8 5 5	6.7 12.7 15.8 19. 2.8 19. 2.2 5.4
- 14 to 1	Free page  Free page	14 	\$ 51 45 \$ 1776 \$ 38.06 \$ 19.95 \$ 15.73 \$ 32.56 \$ 32.56 \$ 37.07 \$ \$ 3.00 \$ 1.00 \$ 1.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	1148 1 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	1.43%, 62.4%, 62.5%, 62	per nade per Fach per Fach per Fach per Fach per Fach	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	1   1   1   1   1   1   1   1   1   1	1766 17 64 12 53 11 37 7 64 10 37 7 76 10 33 5.86 22.33 140.99 (D3) (COST 150.00 151.00 151.00 151.00 151.00	9 6 8 6 8 8 5 5	A.7 12.8 12.8 1.9 2.8 1.9 2.2 5.4
4. 73 7. 18 (4)	Sorial Sandrases  Prescipati Services Manague Services Manague Services Manague Services Manague Services Manague Services Manague Services Manague Services Manague Services Services Manague Services Services Manague Services Services Manague Services Services Manague Services Services Manague	14 	\$ 51 45 \$ 1776 \$ 38.06 \$ 19.95 \$ 15.73 \$ 32.56 \$ 32.56 \$ 37.07 \$ \$ 3.00 \$ 15.73 \$ 3.00 \$ 15.73 \$ 3.00 \$ 15.73 \$ 3.00 \$ 15.73 \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,151:98 1,653:90 4,540,08 1,253:22 1,914,09 1,742,24 7,81,44 2,977.70	114 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	1.43%, 62.4%, 62.5%, 62	per nade per Fach per Fach per Fach per Fach per Fach	1477 82 1,172.79 1,165.63 157.79 262.07 357.76 201.96 778.79 (C.)	1	17-64 17-64 17-38 10-37 7-64 10-38 5-56 22-33 140-90 (D3) 140-90 (D3) 150-00 15	9 6 8 6 8 8 5 5	6.7 12.7 15.8 19. 2.8 19. 2.2 5.4
4- 72 	Sorial Sara Manager  See 1900 C Manager  See Proceed Manager  See Proceed Manager  See Proceed Manager  See Proceed Manager  See Proceed Manager  See The See Proceed Manager  See Proceed Manager  See Proceed Manager  Finds Totales for Labor  Policies Experience  Finds Totales for Labor  Policies Experience  See Proceed Manager  See Proceed Man	14 	\$ 51 45 \$ 1776 \$ 38.06 \$ 19.95 \$ 15.73 \$ 32.56 \$ 32.56 \$ 37.07 \$ \$ 3.00 \$ 15.73 \$ 3.00 \$ 15.73 \$ 3.00 \$ 15.73 \$ 3.00 \$ 15.73 \$	S S S S S S S S S S S S S S S S S S S	2,154 ph 1,63 qu 1,53 22 1,74 25 1,74 25 1,74 25 1,74 25 1,77 20 1,77	114	1419, 175.62 cont.	per nade  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$	107 (2) (17 (2) (17 (2) (2) (2) (2) (2) (2) (2) (2) (2) (2)	1   1   1   1   1   1   1   1   1   1	1764 1201 1803 1813 1813 1814 1815 1815 1816 1816 1816 1816 1816 1816	9 6 8 6 8 8 5 5	A.7 12.8 12.8 1.9 2.8 1.9 2.2 5.4
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## 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

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

1). LABOR	Hours	Rate	Subtotal
ADMINISTRATION			
Principal Investigator	1	\$70.63	\$70.63
BACKGROUND RESEARCH			\$377.94
Senior Archaeologist	6	\$62.9 <del>9</del>	\$377.5 <del>4</del>
REPORT			\$70.63
Principal Investigator	1	\$70.63	· ·
Senior Archaeologist	8	\$62.9 <del>9</del>	\$503.92
Graphics Specialist	8	\$47.46	\$379.68
GIS Specialist	1	\$58.22	\$58.22
Editor	1	\$52.16	\$52.16
TOTAL LABOR			\$1,513.18
2) EXPENSES			ćo as — \$10.00
Research Photocopies	40		\$0.25 \$10.00
TOTAL EXPENSES			\$10.00
3) LITERATURE SEARCH TOTAL			\$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

Suite 400-D Charleston, SC 29407

> v:877.623.2123 f:843.556.1565

1941 Savage Road

www.maec.com

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

Charleston, SC Cary, NC Dulles, VA

designations. Davis & Floyd will be	responsible for locating and mapping all
designations. Survey Manager Survey Coordinator 2-man Field Crew Total per intersection	hour @140.98/hr. = \$140.98   hour @ <b>\$</b> 91.09/ hr. = \$ 91.09   hours @ <b>\$</b> 137.35/ hr. = \$412.05   \$644.12
Total (11 intersections)	\$7,085.32
Incorporated and the Client. MAEC Jo	offer this proposal and, should you have
Reviewed, accepted and agreed to	by:
Surveyor: MA Engineering Consultants, Inc.	Owner: Davis & Floyd
By: Arvin Maniktala	Printed Name:
Its: President	lts:
Date:	Date:



## City of Walterboro I-95 Loop Streetscape April 29, 2013

Jurisdictional Wetland Delineation &	Est. Hours	<u>Field</u> <u>Professional</u>	<u>Fce</u>
Protected Species Surveying/Reporting On-site Wetland Delineation Field Services & Habitat Assessment of Project Area. Preparation USACE JD Request Package & Biological Assessment Report Coordination & Verification with USACE Estimated Expenses (GSA Mileage 0.555)	30 16 10	\$75/hr \$75/hr \$75/hr	\$2,250 \$1,200 \$750 \$288.60
Subtotal	56	\$75/hr	\$4,488.60
General Permitting Preparation of Information for Natural Resources Technical Memorandum General Permit Application Package Preparation Regulatory Coordination/Permit Process Mgmt. Coordination with Project Team	8 16 10 8	Project Manager  \$90/hr \$90/hr \$90/hr \$90/hr	Fee \$720 \$1,440 \$900 \$720
Subtotal	42	\$90/hr	\$3,780.0

<sup>\*</sup>Hourly Rates Above Include Negotiated Overhead, Salary & Profit of 10%

TOTAL PROJECT BUDGET

\$8,268.60



Steam Director of Procurement Firstly R.W. CPPB 2003) 737-1883 > Pax (2014) 737-2016

Couth Carolina Repartment of Transportation 135 Park Street, Room 101 Columbia, South Carolina 20201

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. Fhank 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: stephensywaesedot.org

VWS/tms

## McLEOD FRASER & CONE LLC

ATTORNEYS AT LAW III B. WASHINGTON ST. PO. DRAWER 230 W. J. McLEOD, JR. WALTERBORO, S.C. 29488-0003 (1906-1994) XINALD H. FRASER PEDEN B. MeLEOD GEORGE W. CONS.

HELEPHONE (H43)549-2516 IFI.ECOPIER 18411549-2306 .....

HOMAS I. HOWARD R. CLENTEN CAMPBELL

I REAVES MELEOD

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

City of Walterboro I-95 Loop Corridor Improvements (LPA-21-11) Wood+Partners Inc., Prime Contractor Re: 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:

- Title 11, Chapter 35 of the South Carolina Code of Laws, 1976, as amended, South Carolina Consolidated Procurement Code;
- Article X. Procurement, Code of Ordinances of the City of 2. Walterboro, 2010, as amended;
- 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;
- 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;

- 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 other investigations and examinations of applicable laws as we deemed necessary other investigations and examination of applicable laws as we deemed necessary other investigations and examination we assumed the city and other information provided to us by officers and employees of the City and 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 authenticity of all documents of fact contained therein and the competence of all 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 with the cover letter dated as of August 11, 2012 from Wood+Partners Form as Item 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