

ADDENDUM NO. 1
Dated September 20, 2014
to
REQUEST FOR PROPOSALS
NO. P15002 – 09/30/14H

for

**Design/Build Services for Construction of a 120,000 Square Foot
Industrial Building and Associated Sanitary Sewer Lift Station
in
Saxe Gotha Industrial Park
Lexington County, South Carolina
dated
August 15, 2014**

1. **QUESTION:** How can I find out who the GC is on the subject project?

RESPONSE: The RFP is seeking design/build services. Respondents may be contractors who have partnered with a design firm or developers who have assembled a contractor and design team as partners. We do not know who the respondents will be.

2. **QUESTION:** The specs call for roof loading to be 40# dead and 50# live load, is this correct? Standard for a building with ESFR system is 20# live and 18# dead? Can we change this in our design, or is there a reason you provided this high of load calcs?

RESPONSE: The roof loads should be designed and priced as stated in the RFP.

3. **QUESTION:** Is there a reason for this? This is a large increase in price, and is untypical for a building of this type.

RESPONSE: All respondents have been requested to design the building to this load, thus regardless of the increased cost to the project, each firm's proposal will have the same associated cost. There are underlying reasons for the upgrade from a standard design, to allow flexibility for a future user to add HVAC equipment, conduit, etc. The loads have been specified by our structural engineer given the flexibility we have desired. After a team is selected, this issue can be revisited with the selected firm.

4. **QUESTION:** Is it the intent of Lexington County to market the speculative building as a single- or multi-tenant building? If multi-tenant, is there a preference as to the optimal size of subdivision?

RESPONSE: The building will initially be marketed as a single tenant facility. The option to subdivide for 2 tenants is desirable however.

5. **QUESTION:** Reading #1) on sheet 22, the tilt-wall panels (alternate for precast) are to be uninsulated. Our question is: Can we expect that the building permit will be issued without meeting the energy code until the tenant work phase?

RESPONSE: The structure can be permitted and final inspection approval issued without needing to address the building codes energy efficiency requirements. This will be addressed with the tenant(s) occupancy and upfit permit(s) and approved prior to the issuance of a Certificate of Occupancy.

6. **QUESTION:** What is meant by “outline specifications” on page 16, Section 7.01?

RESPONSE: This references an outline specification that should be submitted by the design/builder which reflects the assumptions included in the design/builder’s proposed cost. The RFP has spelled out minimum standards to be met. The outline specifications should reflect the details that demonstrate how the design/builder’s proposed building meets those standards.

7. **QUESTION:** To what suite number are the responses to the RFP to be delivered?

RESPONSE: Responses should be delivered to Suite 503.

8. **QUESTION:** Will site contractors be permitted to dig any test pits on-site to confirm subsurface conditions prior to the RFP deadline? There is concern with the timeframe of the geotechnical study (2010) being at the end of a drought period.

RESPONSE: Site contractors may visit the site and dig test pits provided each assumes all liability and risk for doing so, including restoring the site to its original grade and condition upon completion. Site visits should be coordinated through Jim Mixson at 803-309-2080 or jmixson@blanchardmachinery.com.

9. **QUESTION:** Agreement Exceptions - what exactly are you looking for in this section? Page 15, Paragraph 2.00 ORDER OF PRESENTATION, k. Agreement Exceptions – Confirmation of review of the agreement and a statement of any exceptions to the agreement

RESPONSE: The County has included in the RFP the agreement form which the successful offeror will be expected to execute. If there are terms and/or conditions of the contract to which the offeror takes exception and thus would desire to negotiate, those terms must be identified in the offeror’s response. Otherwise, terms and conditions are not negotiable after an offeror is selected.

10. **QUESTION:** If the building contains high piled combustible storage, it must be sprinkled. Additionally, it must meet all requirements of the International Fire Code. Depending on the type of material stored, smoke and heat vents are required in the roof. Should smoke and heats vents be included in the proposal?

RESPONSE: No smoke or heat vents should be provided at this time, with the exception of the fans specified to accommodate the desired air changes.

11. QUESTION: Exhibit A, item 3.C.(3) states to provide roof insulation according to the current Energy Code. Item 3.F.(1).c states the roof insulation shall be the greater of 3” thick or comply with the R rating of the 2012 International Energy Code. The 2009 International Energy Conservation Code is the energy code of record in South Carolina. Are we to comply with the current code of record (2009) or the not-yet-adopted 2012 energy code?

RESPONSE: Bids should comply with the 2009 code.

12. QUESTION: Who pays sanitary sewer tap fees?

RESPONSE: Sanitary sewer tap fees should be included in the offeror’s proposal.

13. QUESTION: Where are the Pole lights shown on the civil drawings per page 21 #2 D. (2) (truck loading areas for wiring of future pole lights as shown on the civil drawings)

RESPONSE: No pole lights are included at this time. The current cost is for conduit only.

14. QUESTION: At the pre-bid conference, Jamie Pruitt indicated that tests at the fire main in regard to fire sprinklers had been done. It was stated that flow tests had been done and that 3,000 to 3,100 GPM is available. Please verify this statement. And, what are the static and residual pressures?

RESPONSE: Flow test performed on 7/16/2014 by City of Cayce showed a static pressure of 96 PSI and residual pressure of 62 PSI with a flow of 2,380 GPM.

15. QUESTION: On the 20 page limit for Lexington - is that 20 pages single pages or could that be 20 sheets of paper front and back (40 pages of print)

RESPONSE: Single pages, front only.

GENERAL COMMENTS:

1. A number of questions have been asked regarding the proposal format and which portions of the proposal count toward the 20-page limit. Attached is a revised Section VI which clarifies the requirements.
2. For scheduling purposes, assume 30 days for permitting of the building. The site permit will have been issued by the time the design/builder selection is made.
3. Delete hose bibbs from the project scope.
4. All overhead doors should be track doors as opposed to roll-up.

5. The add alternate for additional loading dock doors should assume manually operated track doors.
6. There are no known alterations/modifications at the curb cut required by SCDOT at this time.
7. The roof shall drain to the plan north elevation as shown on the civil drawings. The roof drainage system shall be piped with modifications to the system as follows:

CB21-CB24 shall be constructed as junction boxes to receive roof drainage. They should incorporate a manhole riser and be constructed so that they can be converted to a frame, grate and hood top as needed. Storm drain lines H6-H8 shall be constructed. These pipes are as follows:

- H6 is 100' of 24" RCP @ 0.5%
- H7 is 100' of 24" RCP @ 0.5%
- H8 is 100' of 18" RCP @ 0.5%
- H9 is 83' of 18" RCP @ 0.5%

8. A graveled fire access road shall be provided in accordance with County requirements as follows:

Fire Apparatus Loop Road:

A 26' wide fire apparatus loop road shall be constructed. The section shall be 6" GABC at 98% standard proctor. The loop road shall be approximately 1,100 LF in length.

9. The County and its consultants have evaluated a question that was asked at the pre-bid regarding building design and the sloped roof draining toward plan north as shown on the civil drawings. The implications for the building's sloped roof being re-directed to the plan south elevation were evaluated and it was determined that the direction of slope needs to remain toward the plan north elevation as currently shown. This creates some design challenges as this elevation is most visible from I-266 and Old Wire Road's interstate overpass. The proposed design should take this challenge into account and recommend /reflect an aesthetically appealing roof parapet/roof screening plan that allows for roof drainage without the use of recessed gutters.
10. Proposals from Cox & Dinkins for contract administration services for site development and Tidewater Environmental Services, Inc. for consulting services associated with site development and the wetlands permit are attached and included in this addendum.
11. As additional information pursuant to the wetlands permit, a letter from DHEC dated May 31, 2011, is attached.

REVISED SECTION VI

VI. PROPOSAL PRESENTATION

1.00 DELIVERY OF PROPOSALS

- 1.01** Seven (7) copies of the proposals and an electronic version on a redacted CD shall be delivered or mailed in a sealed envelope addressed to Procurement Services, County Administration Building, 212 South Lake Drive, Suite 502, Lexington SC 29072 prior to the specified date and time. ***Proposals submitted must show the proposal number on the outside of the package.*** Of the copies submitted, each copy shall be numbered (#1 - #7), with copy #1 containing all original documentation and original signatures. Offerors must complete all forms included in the addendum of this RFP. Failure to include all forms may result in disqualification of the offeror's proposal.
- 1.02** All proposals should be concise and clear, and should convey all of the information requested by the County. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. All information included in the proposal should be relevant and to the point. Inclusion of non-relevant marketing materials should be avoided.
- 1.03** Each copy of the proposal should be bound separately in a single volume.
- 1.04** Core content of proposals should be limited to 20 pages and should respond to that which is requested below. Failure to provide all required information may result in the proposal being non-responsive. (Cost detail, outline specifications, resumes, copies of licenses, statement of qualifications, and forms should be included in an appendix and are not counted in the 20 page limit.)

2.00 ORDER OF PRESENTATION

- 2.01** It is requested that the following section headings with dividers be used in offeror responses to this RFP and that content after each heading be as described. Information to be provided in the offeror's appendix does not count toward the 20-page limit. Section Headings h, i and k may be consolidated in to one divider entitled "General Information."
- a. Executive Summary** (Counts toward 20 pages)
 - b. Minimum Qualifications** – Address each of the requirements in 2.02 below. (Counts toward 20 pages) – Include a copy of licenses in the Appendix.
 - c. Evaluation Criteria** – Address each of the evaluation criteria set forth in Section II, ¶ 9.02. (Counts toward 20 pages)
 - d. Sample Design/Builder Projects** - A minimum of five and not more than ten examples of past similar projects completed by the design/builder in the past seven years. (Counts toward 20 pages)
 - e. Sample Team Projects** - Sample of projects completed in the past five years for which the proposed design and construction team has worked together to provide design/build services. (Counts toward 20 pages)

- f. **Personnel** – Provide an organization chart of team members and a brief description of their role in the project as detailed below in Section 5.00. (Counts toward 20 pages) Include a resume for each in the appendix.
- g. **Understanding of the Project** – See below. (Counts toward 20 pages)
- h. **References** - See below in Section 6.01. (Counts toward 20 pages)
- i. **Proof of Bonding Capacity** – Provide confirmation in writing from bond underwriter and a statement of the design/builder’s subcontractor bonding policy.
- j. **Agreement Exceptions** – Confirmation of review of the agreement and a statement of any exceptions to the agreement. (Counts toward 20 pages)
- k. **Color Renderings/Concept Drawings** - Include color images of the proposed building elevations and concept plans and elevations. (Counts toward 20 pages)
- l. **Bid Form** – Fully Executed. (Counts toward 20 pages)
- m. **Proposed Project Schedule** - Include Design, Permitting, Owner Review, and Construction Activities. (Counts toward 20 pages)
- n. **Appendix:**
 - a. Statement of Qualifications – AIA A305-1996 and AIA B305-1993
 - b. Copy of Licenses
 - c. Certificates of Insurance
 - d. Non-Collusion Affidavit
 - e. Certificate of Familiarity
 - f. Schedule of Values and/or Detailed Breakdown of Bid as described in Section 8.01
 - g. Resumes for Proposed Personnel
 - h. Design/Builder’s Outline Specifications
 - i. Schedule of equipment rental rates for equipment owned by design/builder which will be charged to the job

3.00 MINIMUM QUALIFICATIONS

- 3.01** Each offeror must meet the following minimum qualifications and respond to each in the written response to the RFP.
- 3.02** Possess a minimum of fifteen years of experience in the construction of industrial buildings of similar size utilizing tilt-up panels and in delivering services as a design/builder.
- 3.03** Hold a South Carolina BD-5 General Contractor’s license.
- 3.04** Have bonding capacity sufficient to cover to the value of the project along with other work in progress.
- 3.05** Have audited financial statements for the past two years which, if ultimately selected, can be submitted to the County. Financial statements shall satisfactorily represent the design/builder’s capacity to carry the construction project in addition to other work the firm currently has in progress.
- 3.06** Provide certification that if selected, the design/builder can commence design services within 10 days after notification of award and construction within 60 days.

3.07 The design/builder, the design professionals on the team and the design and construction personnel assigned to the project must have relevant experience with at least ten similar industrial, tilt-up construction projects.

3.08 Have a demonstrated record of success in delivering design/build industrial projects on time and within budget.

4.00 **REFERENCES**

4.01 List five (5) customer references and one bank reference for a project similar to the one outlined in the County RFP. Provide the name, address, email contact and telephone number of the reference person who can be reached regarding your performance.

5.00 **PERSONNEL**

The offeror must identify the design and construction teams proposed for the project including the architect and consultants. Each key member of its design and construction team including the proposed superintendent who will participate in the project and the nature and scope of the individual's responsibilities and duties should be clearly articulated. Resumes are required which will indicate education, background, and recent relevant experience with the subject matter of the project. The offeror must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion. Inexperienced personnel may not be proposed.

The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. No personnel substitutions following contract award will be made without the prior consent of the County. All requested substitutes must be submitted in writing, together with resumes, for approval. All replacements must be of equal or superior stature and no adjustments in the Cost of the Work shall be made for personnel substitutions.

The proposal shall list the names and telephone numbers of the principals authorized to conduct negotiation.

The body of the proposal shall include an organization chart and a brief description of the role each team member will play for the project. Resumes for each team member should be included in the Appendix.

6.00 **UNDERSTANDING OF THE PROJECT**

6.01 In this section, the offeror should discuss its understanding of the requirements outlined in Section V - Scope of Work & Services to Be Provided. Provide a brief description of the offeror's approach to the project, any phasing plans, schedule, cost control, safety, staffing, etc.

7.00 *APPENDIX*

7.01 Include in the appendix the schedule of values and/or detailed breakdown of design builder's bid, the design/builder's outline specifications, and the non-collusion affidavit, certificate of familiarity, copies of required licenses, certificates of insurance, and equipment rental rate schedule.

8.00 *COST PROPOSAL*

8.01 The design/builder's cost proposal shall include a detailed breakdown of the proposed GMP which designates as separate line items the cost of design services, general conditions, contingency, payment and performance bond, insurance, and cost of the work which shall have been allocated in accordance with the cost allocation matrix provided herein.

The proposal shall include a detail of general conditions expenses along with a cost of the work breakdown by 16 divisions. The cost allocation matrix has been provided to ensure that the job costs listed therein which are applicable to this assignment are accurately allocated as to fee, general conditions, owner cost, and cost of the work. The matrix is not provided to suggest that all of the expenses listed are applicable to the job, but to ensure accurate allocation of cost in the offeror's proposal.

LETTER FROM DHEC

BOARD:
Paul C. Aughtry, III
Chairman
Edwin H. Cooper, III
Vice Chairman
Steven G. Kisner
Secretary



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

BOARD:
Henry C. Scott
M. David Mitchell, MD
Glenn A. McCall
Coleman F. Buckhouse, MD

May 31, 2011

Joe R Blanchard
130 E Broad St Ste 102
Spartanburg SC 29306

Re: Certification in Accordance with Section 401 of the Clean Water Act, as amended.

Joe R Blanchard
Construction of an industrial facility
Toms Branch
Lexington County
P/N 2008-1515-6IF

Dear Sir ,

South Carolina Department of Health and Environmental Control (Department) staff have reviewed plans for this project and determined there is a reasonable assurance that the proposed project will be conducted in a manner consistent with the Certification requirements of Section 401 of the Federal Clean Water Act, as amended. In accordance with the provisions of Section 401, we certify that this project, subject to the indicated conditions, is consistent with applicable provisions of Section 303 of the Federal Clean Water Act, as amended. We also hereby certify that there are no applicable effluent limitations under Sections 301(b) and 302, and that there are no applicable standards under Sections 306 and 307.

This certification is subject to the following conditions:

1. The applicant must implement appropriate best management practices that will minimize erosion and migration of sediments on and off the project site during and after construction. These practices should include the use of appropriate grading and sloping techniques, mulches, silt fences, or other devices capable of preventing erosion, migration of sediments and bank failure. All disturbed land surfaces and sloped areas affected by the project must be stabilized.
2. Appropriate containment measures must be taken to prevent pollutants such as gasoline, oil, tar and debris and other pollutants from entering the adjacent waters or wetlands.
3. Only clean earthen material free of all potential sources of pollution must be used as fill.
4. The applicant must develop a spill prevention and clean up plan for this project. The plan should contain the names of appropriate officials to contact in case of a reportable spill and outline measures to be taken. Clean up materials, such as absorbent pads and booms, must be kept at the project site for small spills.
5. Damage to the environment during construction will be minimized if, once the project is initiated, it is carried to completion in an expeditious manner. Also construction activities

should avoid to the greatest extent practicable, encroachment into any wetland/river bank areas not designated as impact areas.

6. The applicant must compensate for unavoidable project impacts by purchasing compensate for unavoidable project impacts by purchasing 7.8 credits from the Sandhills Mitigation Bank (SMB), as proposed. The applicant must submit credit withdrawal documentation from the SMB to SCDHEC and the Corps of Engineers prior to the work beginning.

The Department reserves the right to impose additional conditions on the Certification to respond to unforeseen, specific problems that might arise and to take any enforcement action to ensure compliance with State water quality standards.

Sincerely,

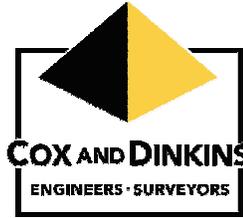


Heather Preston, Director
Division of Water Quality
Bureau of Water

cc: US Army Corps of Engineers
Charleston District Office
Columbia EQC Office District Office

**COX & DINKINS
ENGINEERS • SURVEYORS
PROPOSAL FOR CONTRACT
ADMINISTRATION SERVICES**

Isaac B. Cox, R.L.S. (1918-1989)
Gene L. Dinkins, P.L.S., P.E.
Gene L. Dinkins, Jr., P.L.S., LEED A.P.
Sanford B. Dinkins, LEED A.P.
McTilden Atkins, III, P.E.
Laura M. Baker, P.E., LEED A.P.
Jeffery E. Edmonston, P.L.S.



Robert T. Blackwell, P.E.
Darren Holcombe, P.E., LEED A.P.
J. Donald Rawls, Jr., P.L.S.
Daniel C. Lam, P.E., LEED A.P.
James L. Pruitt, III, P.E.
Jesse T. McNeal, P.E.
James D. Hazzard, P.E., LEED AP

Cox and Dinkins, Inc.
724 Beltline Boulevard
Columbia, South Carolina 29205

(803) 254-0518, fax (803) 765-0993
cdinc@coxanddinkins.com
coxanddinkins.com

September 15, 2014

Prospective Bidder

RE: Lexington County Speculative Building
Design/Build Phase Engineering and Surveying Services

Dear Sir/Madam:

We are pleased to offer this scope and fee proposal for design/build and close-out phase land surveying and civil engineering services. We understand that you are considering proposing on the above referenced design/build project and that various surveying and civil engineering services will be required in order to successfully complete this project. The following is a scope and fee proposal for the anticipated services:

Scope of Services – Design/Build Phase

- Cox and Dinkins, Inc. anticipates that construction plan revisions/refinement will be necessary as the design/build team develops their architectural floor plan and other engineering discipline's plans. Typical revisions might include: Revisions to grading plan to accommodate the design/build architectural floor plan (i.e. modify grades to for ingress/egress points), Revisions to storm drainage plans to accommodate roof drain/downspout locations, Value Engineering revisions as the plans are further developed. We anticipate approximately 40 hours of time for these revisions.
- Review of shop drawings and submittals, pre-construction conferences. We anticipate approximately 12 hours for these services.
- Periodic construction observation, coordinating with construction personnel during construction, periodic site meetings. We anticipate approximately 2 hours per week for 26 weeks. Should our services during construction last longer than 26 weeks, we will notify your office and discuss additional services.

Design/Build Phase Fee: Lump Sum of \$12,480

Scope of Services – Close-out Phase

- Complete Water, Sewer and Storm Drainage As-built Survey
- Prepare Water, Sewer and Storm Drainage Record Drawings
- Prepare Record Storm Drainage Calculations. Cox and Dinkins engineering personnel will utilize the as-built survey to confirm that the detention pond can perform as designed, and submit this information to Lexington County. This fee assumes calculations will indicate that the detention basin can perform as designed and that the

pond has been constructed in accordance with construction documents. Should our survey and calculations indicate otherwise, and additional surveying and or design services are needed, we will discuss additional fees with your office.

- Prepare Permit to Operate packages for water and sewer systems for submission to DHEC. Contractor shall be responsible for providing Cox and Dinkins, Inc. with field notes and/or locations of all fittings and bends.
- Bacteriological/chlorination tests of the water lines shall be performed by the contractor. Contractor shall provide these test results to Cox and Dinkins, Inc.
- Mandrel and/or low pressure air tests of sanitary sewer mains will be observed by Cox and Dinkins, Inc. personnel but shall be the responsibility of the contractor to perform. Contractor shall also schedule and coordinate these tests with all applicable parties.
- Upon proper site stabilization, prepare and submit land disturbance Notice of Termination.
- For the close-out phase activities, our fee is based on 40 hours for field survey crews and 40 hours for engineering personnel.

Close-out Phase Fee: Lump Sum of \$9,600

We appreciate the opportunity to present this proposal for land surveying and civil engineering services to you and we will be glad to discuss any aspect of this proposal or the related project in further detail.

Very truly yours,



James Pruitt, P.E.

Cox and Dinkins, Inc. – General Terms and Conditions

- 1) This document and the accompanying proposal for services shall serve as the Contract for the proposed professional services.
- 2) This proposal is valid for a period of 60 days from the posted date, after which the Consultant reserves the right to revise the fee, time schedule and other terms.
- 3) This contract is not assignable except with the prior written permission of the consultant and no assignment shall relieve the undersigned of any obligation under this contract.
- 4) The undersigned agrees to pay the Consultant for work performed in accord with the terms of this Contract, without regard to the success of the project. Payment to the consultant is expressly not conditioned upon the undersigned receiving any payment from third parties.

- 5) The individual signing this Contract, if acting on behalf of a partnership, corporation, or funding agency, represents that he/she has the authority to do so.
- 6) Amounts rendered are due and payable upon receipt of the invoice. Payment will be considered overdue 30 days after the date of the invoice. Cox and Dinkins, Inc. reserves the right to charge 1.5% per month interest on any outstanding balances. In the event that the Client defaults in making payments pursuant to this Contract, the Client shall be responsible for the entire Consultant's cost associated with collection of payment, including reasonable attorney's fees.
- 7) The Consultant's services shall be performed in a manner consistent with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The consultant makes no other warranties, whether expressed or implied, with the respect to the services rendered hereunder.
- 8) The Client agrees that the General Contractor shall be solely responsible for jobsite safety.
- 9) The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. In addition, if the delays resulting from causes beyond the Consultant's control increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.
- 10) In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors and employees (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant.
- 11) To the fullest extent permitted by law, the total liability, in the aggregate of the Consultant and Consultant's officers, directors employees, agents, and consultants to the Client and anyone claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$25,000.00.
- 12) If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 13) In an effort to resolve any conflicts that arise during the design and construction of the project or following completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
- 14) In the event the Client or Consultant retain the services of an attorney in order to bring legal action against the other, including any action for non-payment or breach of this Agreement, the Client and Consultant agree that the prevailing party shall be entitled to recover from the non-prevailing party its costs of enforcing or defending the same, including but not limited to, reasonable attorney's fees, expert witnesses and court costs.
- 15) The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted or enforced laws, codes, guidelines, and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation.

- 16) All documents produced by the Consultant under this Contract shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.
- 17) In addition to the fee stated in the proposal, the Consultant shall be entitled to compensation for reimbursable expenses to be invoiced at direct costs plus 15%. Reimbursable expenses shall be defined as the following: 1) Reproduction of documents 2) Shipping and Mailing expenses 3) Any other disbursements, application fees, mileage payments, hydrant test fees, etc. made on behalf of the Client.
- 18) The signing of any requested declaration/affirmation/certification is for purposes of certification only with the requesting agency, institution or requesting party and is considered an owner/client service benefit, and as used herein, the words "certify," "affirm," and "declare" shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief and does not constitute a warranty or guarantee by the Consultant.
- 19) If Consultant is provided, by other consultants, with information required for design, analysis, or construction of the project, Consultant is allowed to rely upon this information and Cox and Dinkins, Inc. shall not be held responsible for any problems resulting from inaccurate/incomplete information provided by other consultants.
- 20) To the extent damages are covered by property insurance, the owner and architect waive all rights against each other and against the contractors, consultants and employees of the other for damages occurring during construction.
- 21) Each party waives its rights to claim against, and recover from, the other party consequential, punitive, special, incidental or other indirect damages for claims, disputes or other matters in question relating to or arising in any way out of the performance of this agreement including any damages related to loss of profits or loss of use.

Proposal Accepted:

Date:

**TIDEWATER ENVIRONMENTAL
SERVICES, INC.
PROPOSAL FOR CONSULTING SERVICES**



September 16, 2014

To: Qualified Design/Builder

Re: USACE Permit 2008-1515-6IF Compliance for Lexington County RFP NO. P15002 – 09/30/14H

Tidewater Environmental Services Inc. (Tidewater) appreciates the opportunity to submit this proposal. The purpose of these activities are to help ensure that the applicant remains in compliance with the USACE permit associated with the project. Outlined herein is a scope of work and a cost estimate to perform the services.

SCOPE OF WORK

USACE Permit 2008-1515-6IF Compliance

Tidewater will be helping ensure compliance with the conditions of the US Army Corps of Engineers (USACE) Individual Permit and the SC Department of Health and Environmental Control (SCDHEC) 401 Water Quality Certification for the subject project (attached). Tidewater will submit the required commencement and conclusion notifications to the USACE for of the permitted activity. Tidewater will conduct 4 site inspections to evaluate the Contractor's compliance with USACE conditions during construction.

The Contractor shall develop a spill prevention plan & cleanup plan in accordance with SCDHEC 401 Certification Condition #4. This spill prevention plan and the 401 Certification is to be retained onsite along with a copy of the USACE permit. A copy of the USACE permit and drawings must be available at the work site at all times & provided to all subcontractors.

The Contractor shall notify Tidewater:

- 5 business days prior to commencing work, as well as when construction is completed.
- If a USACE representative visits the project site.
- If historic or archaeological remains are encountered during the ground-disturbing phases of the activity.

The USACE Permit expires (work must be completed prior to) September 30, 2016

ASSUMPTIONS

No Certified erosion prevention and sediment control inspections are included in this Scope.

In the event of non-compliance, or requirements of extensive site visits or project meetings during final design or construction, additional consultation fees will be billed as time-and-materials based on Tidewater's then-current rates. Current rates are attached.

COST AND CLOSURE

The cost to perform this Scope will be conducted as lump sum of \$7,500.00.

Tidewater is prepared to proceed upon your written authorization. If this proposal meets your approval, please sign and return the enclosed Work Authorization Form indicating your authorization to proceed and your agreement with the proposed scope of work.

We appreciate the opportunity to submit this proposal to you and assure you that we will provide high quality, cost effective services performed by experienced personnel. Should you have any questions or require additional information, please call me at (803) 765-0070.

Sincerely,



John Collum
john@tidewaterenvironmental.com
Tidewater Environmental Services Inc.

Enclosures



WORK AUTHORIZATION FORM

Tidewater Environmental Services Inc. (Tidewater) appreciates the opportunity to be of service, and we look forward to providing you with high quality, reasonably priced services performed by experienced personnel.

Your signature below will authorize Tidewater to proceed with the scope of work as described in the referenced proposal, and indicates that you agree with the attached "Standard Terms and Conditions." Unless instructed otherwise, we will submit all invoices to the addressee shown on the proposal. Please provide a purchase order number and any other invoicing instructions in the spaces below. Invoices are considered due net 30 days from the date of the invoice.

Proposal Title: USACE Permit 2008-1515-6IF Compliance for Lexington County RFP NO. P15002 – 09/30/14H

Date: September 16, 2014

Estimated Cost:
USACE Permit 2008-1515-6IF Compliance Lump Sum \$7,500.00

Purchase Order Number: _____

Other Invoicing Instructions: _____

Acknowledged by:

Name

Date

Please FAX this authorization to (803) 794-2148 or mail the original to:

John Collum
Tidewater Environmental Services Inc.
P. O. Box 8902
Columbia, South Carolina 29202

**DISPUTES RELATING TO THIS AGREEMENT SHALL BE DECIDED BY ARBITRATION IN
ACCORDANCE WITH COMMERCIAL ARBITRATION RULES OF THE AAA
Tidewater Environmental Services Inc.
STANDARD TERMS AND CONDITIONS
For Technical Services**

1. DEFINITIONS:

Tidewater Environmental Services Inc., "Tidewater", and "Client" have agreed that Tidewater will provide certain services as defined in the agreement between the parties. That agreement includes these Terms and Conditions, any proposal or confirmation letter prepared by Tidewater, and any other documents signed by Tidewater and Client and incorporated herein.

2. RESPONSIBILITIES OF TIDEWATER

- A. Tidewater shall perform services for client using that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. If any portion of our services fails to comply with this warranty obligation and Tidewater is notified in writing within one year of the date of completion of our services, Tidewater will promptly reperform such portion of the services, as Tidewater's sole and exclusive obligation hereunder.
- B. In connection with the performance of the services, Tidewater may deliver to the Client one or more reports or other written documents reflecting services provided, the results of such services, or Tidewater evaluation of the results of such services. All such reports or other written documents shall become the property of Client upon delivery; however, all original data gathered by Tidewater and work papers produced by Tidewater in the performance of the services are, and shall remain the sole and exclusive property of Tidewater.
- C. Subject to any requirement or obligation Tidewater may have under applicable law or regulation, Tidewater agrees to release information relating to the services only to its employees, independent contractors, and subcontractors in the performance of the services or to the Client's authorized representative and to persons designated by the authorized representative to receive such information.
- D. Tidewater shall take reasonable safety precautions with respect to the performance of the services contained in any project safety plan agreed to by the Client and Tidewater or an equivalent document, including modifications thereto. The presence of field personnel at the site will be for the purpose of providing observation and field testing of specific aspects of the services. Tidewater shall not be responsible for site safety and shall have no right or obligation to direct or stop the work of Client's contractors, agents, or employees.
- E. Tidewater will, upon request, provide certification of Tidewater's insurance coverage to the client or Client's authorized representative. Client acknowledges that Tidewater's compensation is not commensurate with the potential for liability involved in the performance of services and that such risks cannot adequately be covered by liability insurance currently available. In order to induce Tidewater to undertake the performance of services, client agrees to limit Tidewater's liability to client or to any third party in respect to or in connection with any claim, cause of action, or losses arising from or out of the performing of such services, such that the liability of Tidewater for any and all losses, damages and costs (including, without limitation, attorney's fees) resulting from Tidewater's negligence, professional or

otherwise, shall not exceed Tidewater's fees collected for the services it performed for Client.

- F. In the event of termination, or suspension for more than one (1) month, prior to completion of all reports contemplated by this Agreement, Tidewater may complete such analyses and records as necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Tidewater in completing such analyses, records and reports. Client shall assume full responsibility for site restoration, and Tidewater shall have no liability or responsibility therefore.

3. RESPONSIBILITIES OF CLIENT:

- A. The Client agrees to provide Tidewater, its employees and subcontractors full and uninhibited access to the site and a safe working environment for performance of the services.
- B. Client agrees to notify Tidewater in writing of any potentially hazardous material known to exist or which may be present on or in the ground at the site. If any known hazardous materials at the site are disclosed to Tidewater after the execution of this Agreement, or if any such materials or unforeseen conditions are discovered by Tidewater after commencement of the services, the scope of services and other provisions of this Agreement shall be modified in a manner to be agreed upon by Client and Tidewater and all obligations of Tidewater under this Agreement will be suspended pending such modification.
- C. The Client agrees to notify Tidewater of any discrepancies between the actual conditions at the site and the description of the physical discrepancies as known to Client. If all or part of the services are to be performed in an area in which man-made chemical compounds, dust fumes, gas, noise, vibrations and other particulate or non-particulate are in the atmosphere or the ground and raises a potential health hazard or nuisance to the persons performing the services or others in the general vicinity, the Client shall notify Tidewater in writing of such nuisance or health hazards as soon as such is known to Client.
- D. The Client agrees that it will assume full responsibility and liability for any hazardous materials existing at the site of Tidewater's work. The Client also agrees that it will indemnify and hold Tidewater harmless from any property damage, personal injury, economic loss, consequential damages or any other damages of any sort arising out of or resulting from violations of applicable environmental regulations or in any other way arising out of the existence of hazardous materials at the site.
- E. It shall be the responsibility and obligation of the Client (and not Tidewater) to notify the appropriate federal, state, or local public agencies as required by law, or otherwise, to disclose in a timely manner any information that may be necessary to prevent any danger to health, safety, or the environment.

4. TERMINATION OF CONTRACT:

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written

notice. In the event of termination, Tidewater shall be paid for services performed up to the termination notice date plus reasonable termination expenses.

5. **FORCE MAJEURE:**

Should completion of any portion of the services be delayed beyond the estimated date of its completion due to circumstances beyond the reasonable control of Tidewater, the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes unforeseeable causes beyond the control of Tidewater including, but not restricted to, acts of God, or the public enemy, acts of the government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of Client's contracts, fires, governmental delays, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

6. **SUBTERRANEAN STRUCTURES:**

A. The Client shall have the responsibility for identifying all subterranean structures or utilities which exist at the site prior to any work being performed by Tidewater. Tidewater shall have no liability to Client and shall be indemnified by Client against claims of any and all parties for damage or injury resulting from damage to subterranean structures or utilities which are not called to Tidewater's attention in writing and correctly shown in the contract documents or otherwise furnished to Tidewater in writing by Client. The Client agrees that its authorized representative will review all proposed boring locations in the field and either approve such locations or designate alternate locations.

B. Reasonable precautions will be taken to minimize damage to the property from Tidewater's activities and use of equipment. The Client accepts that the performance of services included in this Agreement may cause alteration or damage to the property and that this is inherent in the work. The Client will not look to Tidewater for reimbursement or hold Tidewater liable or responsible for any such alteration or damage. If the Client is not the owner of the property where Tidewater's work is to be performed, then Client must provide the written consent of the Owner of the property for Tidewater to perform its services. That written consent must include an acknowledgement by the property owner that there is a possibility of unavoidable alteration and damage to the property. The Client further agrees to indemnify, defend and hold Tidewater harmless from any claims arising out of or relating to any such alteration or damage, whether such claims are asserted by the owner of the property or any other person in possession of the property.

C. "Hazardous Materials" shall mean any materials at the site and any leachate or other substances produced or resulting from such materials which contain constituents, have characteristics, or are present in quantities that materially increase the risk or hazard to human health, property, or the environment. Hazardous Materials include, without limitation, materials identified by federal, state or local law or regulation as hazardous materials.

7. **AUTHORIZED REPRESENTATIVES:**

Promptly following the execution of this Agreement, each party shall designate an authorized representative in writing to represent and act for it with respect to matters relating to this Agreement. Each party may, from time to time, designate a new authorized representative by providing the other party by written notice of such change.

8. **LAW TO APPLY:**

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of South Carolina. Venue and jurisdiction for all matters relating to this Agreement shall be in Charleston County, South Carolina.

9. **SEVERABILITY:**

If any of the provisions of this Agreement are held to be invalid or unenforceable in any respect, the remaining terms shall be in full effect and shall be construed as if the invalid or unenforceable matters were never included in it. No waiver of any default shall be a waiver of any future default.

10. **PAYMENT TERMS:**

A. The Client agrees to pay for services provided by Tidewater in accordance with the terms of this Agreement between the parties, including any additional services in excess of those stated in this Agreement as specifically authorized by Client. Payment is due within 30 days of the date of the invoice.

B. Past due amounts are subject to interest at one and one-half percent (1.5%) per month.

C. The Client's obligation to pay for the services contracted is in no way dependent or conditioned upon the Client's ability to obtain financing, approval of governmental or regulatory agencies, or upon the Client's successful completion of the project.

D. The Client agrees to compensate Tidewater for our services and normally reimbursable expenses if Tidewater is required to respond to legal processes related to Tidewater's services for the Client. Compensated services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.

E. Tidewater has the right to suspend all services to Client without liability to Client of any kind if any invoice of Tidewater remains unpaid for more than thirty (30) days.

11. **ENTIRE AGREEMENT:**

This Agreement, including the contract documents, constitutes the entire agreement between the Client and Tidewater and supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect unless placed in writing and signed by both parties subsequent to the date of this agreement.

All disputes arising out of or relating to the agreement between the parties shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the dispute arises. Any award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with South Carolina law.



**2014 Billing Rates
Natural Resources Consulting Services**

Services can be provided at the following rates.

<u>Category</u>	<u>Hourly Rate</u>
Principal	\$130.00
Engineering Manager	\$130.00
Senior Project Manager/Scientist	\$125.00
Senior Technical Advisor	\$120.00
Senior Environmental Planner	\$100.00
Project Manager	\$95.00
Environmental Planner	\$95.00
Project Scientist	\$85.00
Associate Engineer	\$80.00
CADD Technician	\$75.00
Staff Scientist	\$75.00
GIS Operator	\$70.00
Field Scientist	\$60.00
Field Technician	\$55.00
Administrative Assistant	\$50.00
Professional Witness Testimony	Hourly rate x 1.5
<u>Expenses</u>	<u>Rate</u>
Mapping Grade GPS Rental	\$150/day
Survey Grade GPS Rental	\$250/day
Boat Rental	\$250/day
Four Wheeler Rental	\$50/day
Mileage	\$0.565/mile (or Standard IRS Rate)
Field Supplies	As approved
Subcontractor Expenses	As approved

Key Personnel

Andersen, Michael	Principal/Senior Scientist
Carter, Chris	Project Scientist
Collum, John	Principal/Senior Project Manager
Euchler, Gene	Senior Technical Advisor
Hastings, Danielle	Environmental Planner
Kilgore, Glen	Field Technician
Lock, Megan	Field Scientist
Nelson, Ross	Principal/Senior Project Manager
Nix, Ray	Associate Engineer
Dennis, Gwen	Administrative Assistant