

**REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES CONTRACT
PQ15001-10/02/14S**

The County of Lexington, South Carolina is requesting interested firms to provide engineering services for a variety of projects throughout Lexington County. These services are to be provided on an as-needed basis under a Requirements Contract. The contract will be in effect for a period of two (2) years.

The Lexington County selection committee will evaluate each of the submittals or firms on the following criteria:

1. Experience in design and construction management;
2. Experience with local governments related projects;
3. Past performance with Lexington County and/or other local governmental agencies/ ability to provide “real time” service to client and projects;
4. Ability to meet schedule deadlines and budget constraints;
5. Familiarity with state and/or federally funded projects and requirements; and
6. Ability to assist county with identifying and obtaining state and federal grants.

Based on these evaluations, the selection committee will rank the most qualified applicants. Upon determination of the final rank by the selection committee, written notification of selection will be sent to all of those who respond to the Request for Qualifications. The Committee reserves the right to interview some or all of the prospective firms.

Lexington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. Lexington County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

By Authority Of:

Angela M. Seymour
Purchasing Officer

Jeffrey Hyde
Procurement Manager

**REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES CONTRACT
PQ15001-10/02/14S**

September 12, 2014

Qualified engineering consultant firms are hereby invited to provide a qualification submittal response for engineering services on an as-needed basis for a variety of projects throughout Lexington County, SC.

I. PROJECT INTENT

The County of Lexington is requesting engineering support from qualified engineering firms (Consultants) in order to meet the engineering requirements for the development of various projects, unanticipated emergencies, and/or other essential requirements. The County will retain qualified Consultants to enhance Lexington County's ability to provide the necessary engineering services and comply with South Carolina State and/or Federal laws and regulations governing the programs under which projects are developed.

The County will consider submittals from independent Consultants or Consultant teams in which the prime consultant is capable of providing a minimum of 65% of the services described herein. Submittals from Consultants or a team of Consultants not meeting this standard shall be deemed non-responsive, non-responsible.

II. SCOPE OF WORK

- A. Interested Consultants shall develop a team of professionals who are capable of offering the variety of services defined herein.
- B. Projects assigned to the Consultant under this contract may include, yet not be limited to:
 - 1. **Water Resources Engineering:** Including hydraulic/hydrologic engineering using standard computation methodology and computer modeling, in accordance with, but not limited to: Lexington County, SC, Natural Resource Conservation Service (NRCS), South Carolina Department of Health and Environmental Control (SCDHEC), Federal Emergency Management Agency (FEMA), and U.S. Army Corps of Engineers (ACOE) standards, policies and procedures. Scope may include, but is not limited to, storm drainage system design and evaluation, stormwater management best practices design, waterway analysis to support culvert and bridge design, evaluation of drainage complaints, development of sediment and erosion control measures, and other related activities.
 - 2. **Transportation and Highway Engineering:** Including, but not limited to: roadway widening projects, paving existing dirt roads, new roadway design, intersection improvements, pavement section design, right-of-way acquisition coordination, utility coordination, subsurface utility engineering, and evaluation of safety complaints; all in accordance with Lexington County, American Association of State Highway and Transportation Officials (AASHTO) and South Carolina Department of Transportation (SCDOT) standards and all other means necessary.
 - 3. **Structural Engineering:** Including, but not limited to, the design of structural repairs for bridges, design of new structures such as retaining walls, culverts, bridges, structural steel and wood structures, and inspections. All structural engineering shall be completed in accordance with professional engineering standards such as those published by the AASHTO, American Standards for Testing and Materials (ASTM), International Code Council (ICC), American Society of Civil Engineers (ASCE) and SCDOT standards and all other means necessary.

4. **Traffic Engineering:** Including, but not limited to, traffic calming recommendations, evaluation of traffic related complaints; development of signing and pavement marking plans; and maintenance of traffic plans. Traffic engineering assignments shall be completed in accordance with professional engineering standards defined by local, state and federal law, the Manual on Uniform Traffic Control Devices (MUTCD), manuals and best management practices of the Institute of Transportation Engineers (ITE), Highway Capacity Manual, and SCDOT policies and procedures as well as all other means necessary.
5. **Land and Geodetic Surveying:** Includes, but is not limited to, measurement of land and land features, establishment of property boundaries, topographic mapping, establishment of vertical and horizontal surveying control using global positioning systems and equipment, adjustment of survey data including balancing of traverses and volume calculations, adjustment of GPS control points with existing data, cross sectioning, preparation of right-of-way and boundary plats and related activities. All land surveying and geodetic assignments shall be completed in accordance with the standards of practice accepted in the State of South Carolina.
6. **Natural Resources Management:** Includes, but is not limited to wetland delineation, permitting and mitigation, archaeological, endangered species and any other regulatory permitting requirements. Ability to develop a wetland mitigation bank.
7. **Real Property Acquisition:** Includes acquiring the necessary rights-of-way, drainage easements, slope permissions, etc. necessary to complete the work assigned. The methods used shall be in accordance to current County practices.

III. QUALIFICATIONS

The following employee classifications are to be assigned to the various projects performed under this contract depending upon the project scope. Not all classifications will be required for all project assignments. The County requires submission of resumes of individuals proposed for any given assignment. The Consultant shall submit information verifying the minimum qualifications set-forth herein as part of the submittal and the individual's resume. Individuals added to the assignment after the initial submittal is awarded, shall have a complete summary of qualifications submitted to the County for approval prior to commencing work on any given assignment. The County reserves the right to reject any individual deemed inappropriately qualified for an assignment and the Consultant may propose an alternative. Required classifications will be determined prior to issuing the Notice to Proceed for the project assignment.

- A. **Project Manager** - This position will be the County's point of contact with the Consultant. More than one project manager may be approved under this contract; though only one shall be assigned to a specific project.

The Project Manager will be qualified to oversee all aspects of an assignment. Minimum qualifications shall include:

1. Minimum of ten (10) years of design and permitting experience in related area.
2. Minimum of six (6) years of project management experience in related area.
3. Current Professional Engineer, Professional Land Surveyor registration in South Carolina, dependent upon the project assignment.

- B. **Professional Engineer** - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include one or more of the following aspects of engineering: water resources, transportation and highways, structural, traffic and land development, facilities (mechanical/electrical) engineering as defined herein. Minimum qualifications shall include:

1. Minimum of six (6) years of engineering experience, similar in nature to the work required by the assignment.
 2. Significant knowledge and experience with all applicable reference material and design software.
 3. Current Professional Engineer registration in South Carolina.
- C. ***Design Engineer*** - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include those listed for the Professional Engineer. Minimum qualifications shall include:
1. Minimum five (5) years of design engineer experience similar in nature to the work to be performed.
 2. Knowledge of and experience with all applicable reference material and design software.
 3. Engineer in Training (EIT) registration.
 4. Two (2) additional years or seven (7) years total engineering design experience may be substituted for EIT registration.
- D. ***Computer Aided Design Technician (Draftsperson)*** - This position will assist the Project Manager in completing the assigned tasks. This individual is primarily responsible for producing the finished drawings. Minimum qualifications shall include:
1. Minimum four (4) years of computer aided drafting experience on related projects.
- E. ***Environmental Specialist*** - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities include wetland delineation, permitting and mitigation. Prepare written reports, maps, and/or other scientific findings as it relates to environmental impacts pertaining to the planning, design and construction of projects. Perform presentations with respect to natural and biological resources. Collects and analyzes projects related data which may include field investigations, land use assessment and recommendations. Ability to research potential issues and perform interviews with regulatory agencies. Ability to develop a wetland mitigation bank.
- Minimum qualifications shall include:
1. Related degree from college or university pertaining to their field of expertise.
 2. South Carolina or National certification or approval for their field of expertise (where applicable).
 3. Minimum four (4) years of technical experience in their field of expertise.
- F. ***Professional Land Surveyor*** - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities will include those defined in the land and geodetic surveying section of this RFQ, including but not limited to certification and affixing his/her seal onto professional surveying documents required by the Minimum Standards of Practice for Land Surveying. Such documents may include, but not necessarily be limited to, boundary surveys, right-of-way plats, subdivision plats and meets and bounds descriptions.
- Minimum qualifications shall include:
1. Minimum seven (7) years of related surveying experience.
 2. Registration as a Professional Land Surveyor in the State of South Carolina.
- G. ***Survey Crew Chief*** - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include providing all overseeing the field operations and data collection for survey services needed to complete the assigned projects satisfactorily.

Qualifications shall include:

1. Survey Crew Chief shall have a minimum three (3) years experience in that position.
- H. **Survey crew member** – This position will assist the Project Manager and/or Survey Crew Chief to complete measurements, collect data necessary to complete the assigned projects satisfactorily.
- I. **Clerical** - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include typing specifications, special provisions, reports, and providing copying and duplication services.

Should the Consultant find that additional employee classifications be necessary, such information should be specifically addressed in the Qualifications and Experience Submittal.

The Project Manager, Surveyor, and/or Professional Engineer shall affix his/her professional seal and signature to the work product when determined necessary by the County. The appropriate seal shall be in accordance with South Carolina law.

IV. **SUBMITTALS**

Consulting firms interested in being considered for this project should respond with six (6) hard copies and one (1) copy on CD of the following: letter of interest, current resume of qualifications, staff and their qualifications, a direct response to each of the selection criteria that was identified, a listing of all Disadvantaged Business Enterprises (DBE) including the State of Certification, Discipline and Percentage of usage/obligation on this project, and any other pertinent information. The preceding shall be limited to twenty-five (25) double-spaced pages printed on one side only with a minimum size 10 font. The Lexington County selection will be based on information submitted; however, additional information and/or an interview may be required. Each proposer shall also provide one (1) original PDF version and one (1) redacted PDF version of the proposal on a properly formatted CD.

- A. No submittal preparation expense will be paid by the County in response to this solicitation.
- B. The approval or disapproval of Consultants and sub-consultants will be determined by their response to this request and past performance with Lexington County. The Consultant should make no assumptions as to this Committee's prior knowledge of qualifications.
- C. As a minimum, the submitted qualifications shall include the following:
 1. Introduction to consultant and/or team of professional's planned for this work that describes both history and professional experience.
 2. Resumes of individuals that will be assigned to this contract and the role(s) that person will fill as described above.
 3. Provide a listing of relevant projects including:
 - a. A listing of staff that worked on the project and their project assignment (i.e., design engineer, designer, etc.),
 - b. Complete project description,
 - c. Nature of firm's responsibilities,
 - d. Project owners' name,
 - e. Reference contact with current telephone number.
 4. A statement by the Consultant of their ability both in experience and available manpower to meet the requirements contained herein.

5. A statement by the Consultant describing their ability to provide “real time” service to the client.
 6. A statement that describes the consultant’s experience with state and federally funded projects.
 7. A statement that describes the consultant’s intent to meet Disadvantaged Business Enterprise requirements.
 8. Professional references for both the firm and the key individuals assigned for this project.
 9. A statement that describes the person or firm’s experience specific to Public Works and working with local government agencies.
 10. A statement that describes the person or firm’s experience with Lexington County.
 11. Conclusion, remarks, and/or supplemental information pertinent to this request.
- D. Any submittal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer.
- E. The County will have up to ninety (90) calendar days to review all qualification submittals.
- F. Submittals received prior to the deadline may be opened but held in confidence. Submittals received after the deadline will be rejected and returned unopened.

V. CRITERIA USED TO DETERMINE QUALIFICATIONS

The following criteria and scoring will be considered when evaluating the qualifications and experience of the Consultant’s who have submitted submittals. This list is in general and not specific nor limited to these items:

- A. Team’s demonstrated experience and ability in design, project, and construction management of the various professional services defined herein. (30 points)
- B. Personnel experience and qualifications in design, management, permitting, and construction of local government projects. (20 points)
- C. Previous performance/experience on Lexington County, SC contracts and/or references from similar jurisdictions and associated work / statement describing the firm or person’s ability to service Lexington County projects. (15 points)
- D. Demonstrated ability to meet expected project schedules and budgets. (15 points)
- E. Experience with state and federally funded projects. Assurance of professional licenses, certifications and registrations required under the RFQ. (10 points)
- F. Ability to assist County with identifying and obtaining state and federal grants. (10 points)

VI. METHOD OF AWARD

The County of Lexington intends to award a contract resulting from this RFQ to the responsive and responsible Consultant whose submittal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein; however, the right is specifically reserved to reject any and all submittals. Lexington County shall be the sole judge of whether or not a submittal meets the requirements.

Upon Committee selection, negotiations will begin with the Consultant(s) considered most advantageous to the County. It is anticipated that the contract award will be made within ninety (90) calendar days after the receipt of submittals. Failure to meet this award schedule will in no way invalidate the submittals or any of the conditions contained in this RFQ.

VII. TERMINATION

Subject to the provisions below, the contract may be terminated for any reason by the County providing a 30 day advance notice in writing is given to the contractor.

1. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.
2. Termination for Convenience: The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County.
3. Termination requirement does not apply if contract is to terminate at the end of an established contract term.
4. Termination for Nonappropriations: If the Lexington County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County. Any termination for non-appropriations shall not prohibit the County from obtaining services from another source or in another manner, which is in the best interest of the County.

VII. CONFIDENTIALITY

All respondents must visibly mark as “CONFIDENTIAL” each part of their submission that they consider to contain proprietary information the release of which would constitute an unreasonable invasion of privacy. All unmarked pages will be subject to release in accordance with law. Proposer should be prepared, upon request, to provide justification of why such materials should not be disclosed under the South Carolina Freedom of Information Act, S.C. Code Section 30-4-10, et seq.

VIII. INSURANCE

The amount and types of insurance required should be neither reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Consultant shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

SCHEDULE LIMIT

Workers Compensation	Statutory As Required By The State Of South Carolina.
Comprehensive General Liability	
Premises Operations	\$300,000 Single Limit
Contractual	
Liability	
Independent	

Consultants Personal Injury Products - Completed Operations PROFESSIONAL LIABILITY	\$1,000,000/\$3,000,000 (per occurrence)
VEHICLE LIABILITY All Owned, Non-Owned, and Hired	\$1,500,000.00

The Consultants comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Consultant. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the consultant, including the insured's general supervision of the contract; products and completed operations of the consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the Consultant's insurance as outlined above.

The consultant shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the consultant shall require the subconsultant similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Consultants insurance coverage shall be primary insurance as respects the County of Lexington, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Lexington shall be in excess of the Consultant's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on another basis.

Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.

Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all the requirements stated herein.

All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.

The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".

IX. TERMS AND CONDITIONS

Consultants and sub-consultants shall comply with FHWA Order 4470.1A "Certification of Indirect Costs" in Accordance with FAR. Consultants shall comply with Title VI of the Civil Rights Act of 1964. Lexington County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project. In accordance with FAR 36.209, no contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except as approved by Lexington County. In addition, where Lexington County identifies an organizational conflict of interest, as defined in 23 CFR §636.103, the consultant, its subsidiaries or affiliates, as well as applicable sub-consultants may be precluded from award of engineering or construction contracts.

X. CONTRACT PAYMENT TERMS

The contract will be on the basis of costs plus a fixed fee with a contract maximum or a lump sum basis at the discretion of the Lexington County. Each proposer is required to indicate the amount of work expected to be paid, on a percentage basis, to each firm identified as providing a service in the proposal.

XI. QUESTIONS REGARDING SPECIFICATIONS AND/OR THE PROPOSAL PROCESS

To ensure fair consideration for all Consultants, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided herein. This includes any communications initiated by a Consultant to any County Official or employee evaluating or considering the proposal, prior to the time an award decision has been made public.

Any communications between the Consultant and the County shall be initiated by the Procurement Office or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communications initiated by a Consultant shall be grounds for disqualifying the offending respondent from consideration for award of the contract and/or any future solicitations.

It will be the sole responsibility of the proposer to contact the Procurement Office prior to submitting their qualifications package to ascertain if any amendments or addendums have been issued in order to obtain all such documentation, and to return the executed documentation with their submittal.

XII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Should any vendor find discrepancies in, or omissions from, the documents or be in doubt of their meaning, the vendor shall immediately request in writing an interpretation from: Angela Seymour, Procurement Officer, County of Lexington Procurement Department, 212 South Lake Drive, Lexington, SC 29072, fax: 803-785-2240, e-mail: aseymour@lex-co.com. **No requests received after 4:00 P.M. EST., September 19, 2014 will be considered. All questions will be addressed in an amendment to be released on September 22, 2014.**

All interested Consultants shall send the required amount of copies of the qualifications enclosed in a sealed envelope with the project number clearly marked on the outside no later than 4:00 P.M. EST., October 2, 2014 to: Angela Seymour, Procurement Officer, County of Lexington Procurement Department, 212 South Lake Drive, Lexington, SC 29072.

**** NOTE: IT IS REQUIRED THAT THE SOLICITATION NUMBER (PQ15001-10/02/14S) MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE. ANY ENVELOPE THAT DOES NOT SHOW SOLICITATION NUMBER WILL BE RETURNED TO THE VENDOR.**

XIII. TIMELINE OF EVENTS

- **QUESTIONS DEADLINE: SEPTEMBER 22, 2014 @ 4:00 PM EST.**
All questions must be submitted in writing to the Procurement Officer over the solicitation.
- **SUBMISSION DEADLINE: OCTOBER 2, 2014 @ 4:00 PM EST**
- **TENTATIVE 1ST EVALUATION MEETING: OCTOBER 23, 2014**
- **TENTATIVE 2ND EVALUATION/INTERVIEWS MEETING: NOVEMBER 5 - 7, 2014**
- **TENTATIVE FINAL EVALUATION: NOVEMBER 12, 2014**
- **TENTATIVE AWARD RELEASE: NOVEMBER 20, 2014**
- **TENTATIVE COUNCIL APPROVAL: DECEMBER 9, 2014**

AGENCY OWNER: COUNTY OF LEXINGTON

NAME OF AGENCY COORDINATOR: ANGELA M. SEYMOUR

TITLE OF AGENCY COORDINATOR: PROCUREMENT OFFICER

ADDRESS: 212 SOUTH LAKE DRIVE, SUITE 503, LEXINGTON, SC 29072

PHONE: 803-785-8319 / FASIMILE: 803-785-2240

E-MAIL: aseymour@lex-co.com

CC: COORDINATING SELECTION COMMITTEE MEMBERS

Agreement

Engineering Services

Lexington County, South Carolina

PUR-1078

ATTACHMENTS:
COUNTY OF LEXINGTON CONTRACT SAMPLE

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493

Phone (803) 785-XXXX
Fax (803) 785-2240

(Date)

Vendor Name
Contact Person
Address
City, State Zip Code

Re: Bid No. CXXXXXX-XX/XX/XXX
Contract Name

Dear Sir/Madam:

Enclosed are two (2) signed original contract forms for the above referenced project. Upon review and approval, please have each copy of the contract signed on behalf of your company and return one fully executed original of the contract along with certificate of insurance to my office.

We look forward to working with you on this project. Should you have any questions concerning this contract, please call me.

Sincerely,

Procurement Officer

Agreement
Engineering Services
Lexington County, South Carolina
PUR-1078

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) CONTRACT FOR _____

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and (*Vendor Name*), (*Address*), (*City*), (*State*), (*Zip Code*) (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide a portion of (*Contract Name*) pursuant to BID No. *CXXXX-XX/XX/XX* (hereinafter referred to as the "BID"). Any deviation from the BID shall specifically be set forth in this contract. Any questions as to the product/services to be performed under this contract or day to day questions should be directed to the Procurement Manager of Lexington County or his designee.

2. **Term of Contract.** The term of this contract shall commence on (*Date*) and shall continue for a period of XX (X) year(s). County shall have the right, but not the obligation, to renew this contract for XX (X) additional one-year periods under the same terms and conditions. This contract may be extended upon County written notice not less than thirty (30) days prior to the expiration of the initial term or any extension hereof.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit "A" and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Payment will be made within thirty (30) days after acceptance of completed order/project.

5. **Modification / Change Orders.** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

6. **Termination.** This contract may be terminated pursuant to the BID.

7. **Indemnification.** Company shall provide indemnification as set forth in the BID.

8. **Breach / Waiver**. No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

9. **Severability**. If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

10. **Entire Agreement and Priority of Documents**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this _____ day of _____, 20__.

WITNESSES:

(VENDOR NAME)
BY: _____
ITS: _____

Procurement Officer

COUNTY OF LEXINGTON,
SOUTH CAROLINA
BY: _____
Procurement Manager

EXHIBIT A

SCHEDULE OF CHARGES:

Agreement

Engineering Services

Lexington County, South Carolina

PUR-1078