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**REQUEST FOR QUALIFICATIONS**  
**No. 2020-3282-3306-26**

**Engineering Services for Poplar Grove Pump Station**

## I. PROJECT OVERVIEW

### REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR POPLAR GROVE PUMP STATION

**Solicitation Number: 2020-3282-3306-26**

The Dorchester County Water & Sewer Department is requesting technical proposals and qualifications from consulting firms interested in providing Civil Engineering and Surveying Services for the proposed Poplar Grove Pump Station. This request is for Statements of Qualifications to provide the Scope of Services found in this solicitation for the development of a sanitary sewer pump station and offsite force main to serve the entire Poplar Grove project in Dorchester County.

The proposed pump station shall serve up to 400 Equivalent Residential Units (ERU's) and will ultimately discharge into the RT2 Pump Station operated by Charleston Water System (CWS) located along Hughes Road in Charleston County approximately 2.4 miles away. The preferred force main routing (as directed by CWS staff) will include a sub-aqueous crossing of Rantowles Creek by directional drilling. Tasks should be "owner-directed" and are outlined in the attached Scope of Services.

Submittals of qualifications must be submitted no later than **2:00 p.m. EST on November 4th, 2019**, to the address below. Submittals shall contain one (1) original and five (5) copies of the information requested. Submittals received after the deadline will not be accepted. Qualification Statements may be submitted online to the solicitation or sent to:

Rebecca Dantzler  
Purchasing Services Manager  
Dorchester County  
201 Johnston Street  
2<sup>nd</sup> Floor  
St. George, SC 29477

Qualification Statements must be submitted to Dorchester County Procurement in accordance with the date and time outlined above. Offerors mailing a qualification statement should allow sufficient mailing time to ensure timely receipt. The County is not responsible for qualification statements delayed by mail and/or delivery services of any nature. Qualification Statements received after the set time for closing will not be opened. Respondents to this request for Qualification Statements will be publicly identified at that time. Qualification Statements must be submitted in a sealed envelope with the following information on the envelope:

*Submitting firm's name and address*  
*RFQ title*  
*RFQ Closing date and time*

Qualification Statements must be made in the official name of the firm or the individual under which business is conducted (showing the official business address) and must be signed in ink or electronically by digital verification by a person duly authorized to legally bind the person, partnership, company or corporation submitting the qualification statement. Qualification Statements must be valid for a minimum of ninety (90) days. This request for Qualification Statements does not commit Dorchester County to award a contract, to pay any cost incurred in the preparation of Qualification Statements or to procure or contract for the articles of goods or services. Dorchester County reserves the right to accept or reject any or all Qualification Statements received as a result of this request, to negotiate with any or all qualified offerors, or to cancel in part or in its entirety in this proposal, if it is in the best interest of the County to do so.

**Any written questions should be posted to the online solicitation or directed to:**

Rebecca Dantzler  
Purchasing Services Manager  
Dorchester County  
201 Johnston Street  
2<sup>nd</sup> Floor  
St. George, SC 29477  
Rdantzler@dorchestercountysc.gov

**DEADLINE FOR WRITTEN QUESTIONS IS OCTOBER 28, 2019 AT 5:00 PM.**

## II. SCOPE OF SERVICE

### A. *Civil Engineering Services – Pump Station Design*

- a. Design of sanitary sewer pump station, per Dorchester County, CWS, and SCDHEC standards, to serve the anticipated 400 ERU's within the proposed development.
- b. Design of a permanent pump station access drive per Dorchester County/ SCDHEC requirements to be constructed from a future internal development street (previously constructed as part of the Hamlet Center at Poplar Grove). Should the Hamlet Center not be constructed prior to the pump station, an all-weather access road from Bulow Landing Road will be designed to serve the station.
- c. Design and prepare site, grading, sediment and erosion control, and utility plans for the proposed pump station site and access drive for submittal and review by the Authorities Having Jurisdiction (AHJ's).
- d. Design and prepare project details (per DCWS and SCDHEC standards).
- e. Design and prepare erosion control measures, as required, at the pump station site and along the access drive.
- f. Compile pump station calculation package; including design flow calculations, wet well and vault sizing, submersible pump sizing, force main sizing, and pump control design.
- g. Compile and complete applications for agency submittals.
- h. Obtain necessary signatures and fees from DCWS for submittals.
- i. Provide submittals of plans and calculation packages to DCWS and SCDHEC.
- j. Follow up and coordinate with above agencies during the plan review process including up to three (3) review meetings with review agencies.

### B. *Civil Engineering Services – Electrical Component Design*

Design of pump station's electrical components; including: SCADA system, control panels, and emergency back-up generator per Dorchester County and CWS requirements.

### C. *Civil Engineering Services – Construction Documents for Offsite Sanitary Force Main*

- a. Design and prepare site plan for offsite sanitary sewer force main extension for review with DCWS, CWS and/or SCDHEC.
- b. Design and prepare an offsite utility sanitary sewer force main plan and profile to provide sanitary sewer for the proposed development from the proposed pump station (performed in Task above) to the offsite point of connection (Approximately 12,670 LF).
- c. Design sediment and erosion control plan and details for the proposed force main offsite.
- d. Attend up to two (2) design team meetings as required by DCWS.
- e. Schedule and attend review meetings with DCWS, CWS, and SCDHEC staff involved in the review of the construction documents to facilitate review.
- f. Provide separate submittals to the SCDHEC for erosion control and DCWS, CWS, and SCDHEC for utilities. Tasks include preparation and submittal of permit

applications. Submittal fees shall be paid and the responsibility of the Client/Owner.

- g. Construction drawings shall be prepared in 24" x 36" sheet size

*D. Civil Engineering Services – Bid and Construction Phase Services*

- a. Attend one (1) Pre-bid meeting as requested by DCWS.
- b. Attend one (1) Pre-construction meeting with the DCWS and Contractor.
- c. Review Contractor Submittals as requested by the DCWS/Contractor.
- d. Attend weekly or bi-weekly meetings or conference calls as requested by DCWS. Scope includes up to 15 meetings.
- e. Perform up to 10 site visits as requested by the DCWS/Contractor to review field conditions or observe construction items.
- f. Respond to contractor requests as directed by DCWS.

*E. Surveying Services – Topographic and Tree (12,760 LF Offsite Force Main) Survey*

Offsite Utility Survey and Maps to Include:

- a. Set GPS control pair(s) along route using SCVRS Network and NGVD 29 Vertical datum's.
- b. Perform deed research for properties contiguous to route (92 total).
- c. Perform strip topographic survey (70'+/- wide) extending 10' each side of the centerline of the planned route, Bulow Landing Road, Bulow Point Road, Bulow Plantation Road, Hughes Road and 25' each side of the proposed centerline of the route through private property\*\*.
- d. Locate protected trees within route limits (8" and greater deciduous trees).
- e. Locate and measure storm sewer within route limits.
- f. Locate utility paint marks/flags provided by 811 (PUPS)\*.
- g. Prepare overall survey in accordance with SC Standards of Practice.
- h. Provide hard copies and Cad file.
- i. Locate wetlands (stream & wetland) flags, within design corridor, as delineated by others.

*F. Surveying Services – Easement Plats*

Prepare Easement Plats and Descriptions for Offsite Utilities to Include:

- a. Perform deed research for contiguous properties (92 total).
- b. Prepare preliminary easement plats on private property (20) for review (one time).
- c. Prepare final plats (20) for attachment to easement acquisition documents.
- d. Prepare metes and bounds descriptions (20) for easement areas.
- e. Provide hard copies for attachment to acquisition documents.

*Owner Responsibilities:*

1. DCWS shall provide full information regarding site related requirements for the project.
2. DCWS shall furnish architectural plans and elevations as required for preparation of the site plans.
3. DCWS shall assist Site Designer in the filing of all documents for approvals and permitting by signing all required documents. The Owner shall be responsible for paying all fees associated with approvals.

### III. RESPONSE FORMAT

Dorchester County intends to make its selection from among eligible firms that submit an acceptable proposal. It is the Owner's intent to minimize the cost to Proposing Firms in responding to this solicitation, so you are encouraged to be brief and succinct. We are seeking thoughtful, tightly focused qualifications packages that document your firm's suitability for this Project and understanding of the Project and Owner. **Each proposal shall be limited to 30 numbered pages.**

All proposals must include the following:

- A. *Letter of Interest*: LOI should not be longer than two (2) pages and should include the following:
  - a. An expression of the Prime Consultant's interest in being selected for the project.
  - b. A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet DCWS, CWS, and SCHEC quality and schedule expectations.
  - c. Provide the name of the Prime Consultant Principal, Officer of the Firm or Project Manager responsible for this contract and has authority to sign the contract for consultant.
  - d. A summary of key points regarding the Prime Consultant's qualifications.
  - e. Signing the letter of interest constitutes authorization of consultant to submit qualifications for the purpose of negotiating and entering a contract with Dorchester County.
  - f. Certification of authorized submitter that information contained within is correct by including: "I certify that the information included within this document is, to the best of my knowledge, correct as of the date indicated."
- B. *Project Organization Chart*: - Limited to one (1) side of one sheet of paper. This chart must include the names of the key individuals selected for this project, their roles on the project, the names of the consultant by which they are employed, and the lines of communication, to include functional structure, levels of management and reporting relationships for Key Individuals, and major functions to be performed in managing and designing the project.
- C. *Qualifications for key individuals*.
- D. *Names and qualifications for other key individuals* that are considered critical to the success of this project in addition to those identified above. Qualifications should include information on experience related to similar projects and previous project work.
- E. *A direct response to each of the selection criteria* identified below.
- F. The consultant must provide a *chart indicating the present workload of all key personnel* to include all active projects (concurrent projects with other entities such as cities, other state agencies, counties, COGs MPOs, private sector) and their percentage availability for

this project. Additionally, all proposals must clearly list the percentage of work for prime consultant and sub-consultant(s) that will be performing work as part of the project.

*G. APPENDICES*

- a.* Standard Form 330 (SF 330) as required by the Federal Acquisitions Regulations. All parts of the SF 330 must be completed in its entirety for the prime consultant, any sub-consultants and any sub-contractors. Also, indicate if the prime consultant has previously worked with the proposed sub-consultant and give a brief example of the previous relationship(s). The Form 330s will not count against the maximum page limit and can be included in the appendices.
- b.* Provide a list of References who have personal knowledge of the prime consultant's and the sub-consultant's previous performance. Provide three (3) client references each for both the prime and the sub-consultant(s). The references must include verified addresses, email addresses and telephone numbers, contact persons, and a brief description of services that have been provided similar to those described by the County for this project. References shall be shown on separate sheets (limited to one (1) single-sided sheet; one sheet for the prime and one sheet for each sub proposed).
- c.* Size and description of firm. Identify the needed resources specific to this project and how those resources will be secured for the project.

## IV. EVALUATION PROCESS

All Qualification Statements submitted in response to the RFQ shall be reviewed in accordance with the evaluation items listed below.

### *A. Qualification Statement Review Committee*

The Qualification Statement Review Committee shall be comprised of staff from Dorchester County. The Committee shall determine the firms which meet the minimum requirements pursuant to selection criteria of the RFQ and procedures. The Committee shall select at least one or more of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the County Administrator and Dorchester County Council who shall have final authority to award a contract to one or more of the successful firms in the best interests of Dorchester County.

### *B. Qualification Statement Selection Criteria*

The Qualification Statement Review Committee shall assign up to the maximum number of points as stated in this section for each evaluation item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Qualification Statement Review Committee. The Qualification Statements all contain the essential information in which the award decision shall be made. The information required to be submitted in response to this RFQ has been determined by the Department and the Qualification Statement Review Committee to be essential for use by the Committee in the evaluation and selection process. Therefore, all instructions contained in this RFQ shall be met in order to qualify as a responsive and responsible firm and participate in the Qualification Statement Review Committee's consideration for award. Offerors who do not meet or comply with the instructions of this RFQ may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The selection of the firm(s) will be made in accordance with the Dorchester County Procurement Ordinance. Qualification Statements will not be accepted from any firm, company, individual, person or party, parent or subsidiary, against which the County has an outstanding claim, or a financial dispute relating to a prior contractual performance with the County. Qualification Statements may be withdrawn by offeror prior to, but not after, the time set for the opening. Upon receipt by the County, the Qualification Statement shall become the property of the County, without compensation to the offeror, for disposition or usage by the County at its discretion. The County shall have the sole discretion in evaluating both the Qualification Statement and the qualifications of the offerors. The County reserves the right to reject any and all Qualification Statements and is not bound to accept any Qualification Statements, if the Qualification Statement acceptance is contrary to the best interest of the County. The County reserves the right to waive or modify any information, irregularity, or inconsistency in applications received, request modification to applications from any or all offerors during the review and negotiation and negotiate any aspect of the application with any

firm and negotiate with more than one firm at the same time. All Qualification Statements shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Committee to evaluate Qualification Statements:

*C. Evaluation Criteria*

- a. Teams understanding of the specific requirements of this project (40 Points)
- b. Experience, qualifications, and technical competence of the staff proposed for the type of work required (20 Points)
- c. Past performance of the firm/team on similar type projects (20 Points)
- d. Availability of proposed staff and ability to be responsive to SCDHEC requirements (20 Points)

## V. SAMPLE CONTRACT

The successful Offeror shall be required to execute a formal contract within Five (5) Business Days after issuance of a Notice of Award. Said Contract shall be virtually identical in substance and form to the Contract which is attached. The only anticipated changes in Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Offeror, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the deadline. **Offerors should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions.** Because the signed contract will be substantively and substantially derived from Section V, Sample Contract, Offeror is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Section V, Sample Contract, before submitting qualifications. Again, Section V, Sample Contract, contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid Contract shall be grounds for the County to revoke any Notice of Award which has been issued and award the Contract to another Bidder.



documents and notify the County immediately upon discovery of same for resolution by the County.

- c. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

In order to induce the County to execute this Contract and recognizing that the County is relying thereon, the Consultant, by executing this Contract, makes the following express representations to the County:

The Consultant is fully qualified to act as the primary Consultant for the work and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the primary Consultant for, and to carry out the work;

The Consultant has become familiar with the work site and the local conditions under which the work is to be performed. "Work Site" means the site or sites where the Work is performed.

The Consultant has received, reviewed and examined all of the documents which make up this Contract, including, but not limited to, all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient.

## **SECTION TWO**

### **Scope of Work**

The Consultant agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a professional, timely manner, in accord with all applicable laws, rules and regulations.

Scope of Work and Specifications:

Provide services as detailed in the attached Scope of Work and Consultant's Proposal marked Exhibit A and those previously incorporated by reference.

Coordination of the Work and administration of this Contract shall be by the Dorchester County Water & Sewer Department.

## **SECTION THREE**

### **Contract Price: Payment Terms**

The Consultant's Fee Schedule is located in Exhibit A and reflects a total of \$\_\_\_\_\_. Consultant shall notify the County's Water & Sewer Director, or his designee, upon completion of project tasks, as described in the fee schedule exhibit submitted by Consultant, that will serve as the basis for progress payments during performance of the work. Consultant shall invoice County upon completion and approval of described work after its approval. Payment shall be due within thirty (30) days of approved invoices.

**SECTION FOUR**

**Time: Term of Contract**

The term of the Contract shall commence upon Notice to Proceed from Dorchester County Water & Sewer. Final completion of design services shall be completed no later than \_\_\_\_\_ months after Notice to Proceed.

**SECTION FIVE**

**Insurance Requirements**

The Consultant, at its own expense, shall at all times during the term of the Contract, maintain insurance, requirements of which are stated below. The County may contact the Consultant's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Consultant's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Consultant shall also require any subconsultants to carry the same coverages in the same amounts. The Consultant should have certificates of insurance sent to the attention of the Dorchester County Purchasing Office, located at 201 Johnston Street, 2<sup>nd</sup> Floor, St. George, SC 29477.

The County must be advised immediately of any changes in required coverages.

**A. General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

**Minimum Limits**

General Liability:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

**B. Automobile Liability**

Coverage sufficient to cover all vehicles owned, used, or hired by the Consultant, his agents, representatives, employees or subcontractors.

**Minimum Limits**

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

**C. Workers' Compensation**

Limits as required by the Workers' Compensation Act of SC.

Employers Liability, \$1,000,000.

**D. Owners' & Consultants' Protective Liability**

Policy will be in name of County. Minimum limits required are \$1,000,000.

**E. Professional Liability**

Minimum limits are \$1,000,000 per occurrence.

**F. Coverage Provisions**

- a. All deductibles or self-insured retention shall appear on the certificate(s).

- b. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear . This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- c. The Consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- d. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- e. All coverage for subConsultants of the Consultant shall be subject to all of the requirements stated herein.
- f. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- g. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- h. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- i. The Consultant shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- j. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Manager.

## **SECTION SIX**

### **Compliance with Legal Requirements**

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue shall be binding upon the Consultant throughout the pendency of this Work. The Consultant shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

The Consultant certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Consultant and its subconsultants or sub-subconsultants; or (b) that the Consultant and its subconsultants or sub- subconsultants are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both.”

The Consultant agrees to include in any contracts with subconsultants, language requiring subconsultants to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subconsultants language requiring the sub-subconsultants to comply with the applicable requirements of Title 8, Chapter 14.

The Consultant agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically, the provisions of the equal opportunity clause.

The Consultant shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Consultant shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

## **SECTION SEVEN**

### **Retention of Records**

The Consultant agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Consultant agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Consultant further agrees to include these provisions in any subcontracts issued in connection with this Contract.

## **SECTION EIGHT**

### **State and Local Taxes**

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Consultant shall calculate that portion of the Contract which is subject to the seven percent (7%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices and shall be paid to South Carolina Department of Revenue (SCDOR) by the Consultant. If the Consultant is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Consultant furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

The Consultant shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the Consultant’s failure to pay any tax of any type due in connection with this Contract.

The Consultant shall ensure that the above sections are included in all subcontracts and sub-subcontract and shall ensure withholding on out-of-state subconsultants and sub-subconsultants to which withholding is applicable.

**SECTION NINE**  
**Independent Contractor**

The Consultant is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. The Consultant shall not hold himself out as an employee of the County and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Consultant for Work and expenses as herein provided. The Consultant shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Consultant shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Consultant or its employees, agents, or servants by reason of this Contract.

**SECTION TEN**  
**Other Contracts**

The County reserves the right to undertake or award other contracts for additional Work, and may elect to complete portions of the Work included in this Contract using its own forces or through other contracts, and the Consultant shall fully cooperate with such other Consultants, County employees and carefully fit its own Work to such Work as may be directed by the County. The Consultant shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of Work by any other contractor or by the County and/or Department employees.

**SECTION ELEVEN**  
**Permits and Licenses**

The Consultant shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction.

**SECTION TWELVE**  
**Ownership of Documents**

Basic notes, sketches, charts and other data prepared, furnished or obtained under this Agreement will become the property of the County without restriction or limitation on their use. 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 County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. The County shall retain ownership of all plans, drawings, specifications and related documents.

**SECTION THIRTEEN**  
**Inspection and Acceptance**

The Consultant shall at all times work closely with the designated representatives of the County and shall keep them fully advised as to the status of the work. 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 Exhibit A. The County may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in the Contract.

#### **SECTION FOURTEEN**

##### **Actual Damages**

The Consultant expressly agrees that if the Work, or any part thereof, is not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Consultant shall be liable to the County for actual damages which relate to the Consultant's failure to perform or complete the Work in the manner described above. If actual damages are agreed to by the County and the Consultant or awarded by the Court, the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Consultant, the amount of such actual damages; and if the amount so retained by the County is not sufficient to pay in full such actual damages, the Consultant and/or its sureties shall pay to the County the amount necessary to effect payment in full of such actual damages.

#### **SECTION FIFTEEN**

##### **Suspension of Work**

The Purchasing Services Manager may order, in writing, the Consultant to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Purchasing Services Manager may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Consultant to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the Purchasing Services Manager orders any suspension of the Work under the paragraph above, the Consultant shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

#### **SECTION SIXTEEN**

##### **Modification of Contract**

The County's Purchasing Services Manager has the unilateral right to modify this Contract when the modification is in the best interest of the County, provided however, the Consultant is given

written notice of any such modification and the County is responsible for paying the Consultant for any additional expenses incurred by the Consultant which relate to the modification. Subject to the above, the Consultant shall immediately notify the County in writing of any proposed adjustment in its fee. The Consultant is obligated to perform the revised contract when so directed by the Purchasing Services Manager and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Consultant for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

## **SECTION SEVENTEEN**

### **Termination**

#### **A. For Convenience**

The Purchasing Services Manager, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Consultant shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Consultant will not be compensated for any other costs in connection with a termination for convenience. The Consultant will not be entitled to recover any damages in connection with a termination for convenience.

#### **B. For Default**

If the Consultant refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that the Consultant obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Consultant. In the event of such default, the advance notice period for termination is waived and the Consultant shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Consultant's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Consultant's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

#### **C. Termination for Non-Appropriation of Funds**

The Purchasing Services Manager, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Consultant shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Consultant will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

**D. Rights Cumulative**

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

**SECTION EIGHTEEN**

**Indemnification**

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Consultant hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Consultant in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Consultant expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Consultant and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Consultant, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Consultant's employees and any person, directly or indirectly employed by the Consultant (including, without limitation, any employee of any subconsultant), the County's officers or employees, the employees of any other independent Consultants, or occurring to any member of the public. When the County submits notice, the Consultant shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Consultant will indemnify and save the County and its officers and employees harmless from and against all third party claims for liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Consultant in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Consultant's employees and any person, directly or indirectly employed by the Consultant (including, without limitation, any employee of any subconsultant), the County's officers or employees, the employees of any other independent Consultants, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the Consultant shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Consultant's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Consultant's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

**SECTION NINETEEN**  
**Gratuities and Kickbacks**

**Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

**Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Consultant, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

**SECTION TWENTY**  
**Labor: Subcontractors**

No subcontracts shall be allowed without the prior written approval of the County. The Consultant shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Consultant shall not be required to contract with anyone to whom the Consultant has made reasonable and timely objection.

The Consultant shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by the Consultant shall be affected under conditions which are satisfactory to the County. The Consultant shall remove or cause to have removed from the Work any employee or employees who are considered unsatisfactory by the County.

The Consultant assumes the responsibility for assuring that its working forces are compatible with the County employees and the Consultant is responsible for making itself aware of those forces. The Consultant will furnish a competent representative who is to be kept available to represent the Consultant for the purpose of receiving notices, orders and instruction.

## **SECTION TWENTY-ONE**

### **Assignment**

The Consultant shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Consultant shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

## **SECTION TWENTY-TWO**

### **Controlling Law**

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, First Judicial Circuit, Dorchester County, South Carolina.

## **SECTION TWENTY-THREE**

### **Entire Contract**

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

## **SECTION TWENTY-FOUR**

### **Severance**

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

## **SECTION TWENTY-FIVE**

### **Non-waiver**

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

## **SECTION TWENTY-SIX**

### **Title VI Notice to Public**

It is the policy of Dorchester County Government to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title

VI protection has been violated may file a complaint. For additional information concerning Title VI complaint procedures please contact the Title VI Coordinator, at 843-563-0144 or [tthompson@dorchestercountysc.gov](mailto:tthompson@dorchestercountysc.gov).

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract under their several seals the day and year first written above.

*(Signature block on following page.)*

**WITNESS**

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**CONSULTANT**

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Name:  
Title:

**DORCHESTER COUNTY**

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By: Jason L. Ward  
Its: Administrator