REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES FOR
PELION WATER MAIN REPLACEMENT

The Joint Municipal Water and Sewer Commission is requesting interested firms to provide surveying, engineering and project administration services for the replacement of approximately 4,300 LF of 8" watermain in the Town of Pelion, South Carolina This project is being partially funded by a Community Development Block Grant as administered by the County of Lexington.

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

- Consultants experience and ability in design, project and construction management of similar projects
- Personnel experience and qualifications in design, management, permitting, and construction of CDBG projects.
- Previous performance/experience working in Lexington County, SC and the firm or person's ability to service the project.
- Ability to meet expected project schedules and budgets.
- Experience with state and federally funded projects. Assurance of professional licenses, certifications and registrations required under the RFQ.

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.

The Commission 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.

Guy Schmoltze, PE
Staff Engineer

REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES FOR
PELION WATER MAIN REPLACEMENT

Qualified engineering consultant firms are hereby invited to provide a qualification submittal response for engineering services for the Pelion Water Main Replacement.

I. PROJECT INTENT

The Joint Municipal Water and Sewer Commission is requesting engineering support from a qualified engineering firm (Consultant) in order to serve as the Commission's professional engineering representative and provide professional surveying and engineering services for the replacement of approximately 4,300 LF of 8" watermain in the Town of Pelion. The project route is in Lexington County South Carolina near the Town of Pelion.

II. SCOPE OF WORK

A. Interested Consultant shall develop a team of professionals who are capable of offering the services defined as follows:

The Consultant shall perform the necessary design survey to accomplish the detailed design of the project, prepare construction drawings, specifications and contract document, and prepare a final cost estimate based on the final design. In addition, the Consultant shall complete an Environmental Assessment in accordance with federal guidelines to a F.O.N.S.I. for the project. Once the construction documents are complete, the Consultant will obtain all permits necessary for the project. The permits to be obtained shall include, but not limited to the following: SCDHEC Water Construction Permit, SCDOT Encroachment Permit and SCDHEC Land Disturbance Permit. The Consultant shall ensure that all documents conform to all requirements of the Joint Municipal Water and Sewer Commission, Lexington County and HUD (CDBG Program). The Consultant is responsible for the advertisement of the project at the direction of the Commission. The Consultant is responsible for the distribution of plans and for keeping an up to date bidders list. The Consultant shall perform a bid opening at the office of the Commission. The Consultant shall complete a bid analysis and provide a recommendation of award to the Commission. At the direction of the Commission, the Consultant shall generate a contract for construction and ensure that the contractor has the appropriate licensing and insurance. The Consultant shall perform project administration services to include, but not limited to: review and approval of submittals, review and recommendation of applications for partial payment, and on-site construction observation services. In addition, the Consultant shall ensure that the contractor is complying with all HUD (CDBG) requirements. The Consultant shall complete the necessary close-out paperwork to the project to include, but not limited to: generation of record drawings, obtaining required final regulatory approvals and permits and warranty documentation.

III. QUALIFICATIONS

The following employee classifications may be necessary for completion of the project:

A. ***Project Manager*** - This position will be the Commission's point of contact with the Consultant.

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. Minimum qualifications shall include:

1. Minimum of six (6) years of engineering experience, similar in nature to the work required by the assignment.
2. Current Professional Engineer registration in South Carolina.

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.

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 Commission. 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 three (3) hard copies 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. The preceding shall be limited to twenty (20) double-spaced pages printed on one side only with a minimum size 10 font. The selection will be based on information submitted; however, additional information and/or an interview may be required.

A. No submittal preparation expense will be paid by the Commission 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 and the Commission. 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 Water Distribution Design 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 Commission 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 similar projects. (30 points)

B. Personnel experience and qualifications in design, management, permitting, and construction of CDBG projects. (20 points)

C. Previous performance/experience working in Lexington County, SC and the firm or person's ability to service the project. (20 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. (15 points)

VI. METHOD OF AWARD

The Commission 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 Commission taking into consideration the evaluation factors set forth herein; however, the right is specifically reserved to reject any and all submittals. The Commission 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 Commission for meeting the needs of the project. 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 Commission providing a 30 day advance notice in writing is given to the contractor.

1. Termination for Cause: Termination by the Commission 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 Commission, 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.

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 Commission. The Commission, 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 Commission, its officials, employees or volunteers. To accomplish this objective, the Commission 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 Workers' 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 Workers' 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 Commission, it officials, employees and volunteers. Any insurance or self-insurance maintained by the Commission 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 Commission 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 Commission.

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 Commission within ten (10) days after notification of award.

The Commission, 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 Commission 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. The Commission 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 the Commission. In addition, where the Commission 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 a negotiated lump sum basis and paid on a percent completion basis. Payment will be forwarded within 30 days of receipt of proper partial pay application. All pay applications shall be forwarded by the fifth day of the month for the sum of work completed the previous month.

Percentages for payment are as follows:

Preliminary Design	10%
Design Submittal	30%
Project Permitting	20%
Bidding and Award	10%
Project Construction	15%
Project Close-out	15%

XI. QUESTIONS REGARDING SPECIFICATIONS AND/OR THE PROPOSAL PROCESS

To ensure fair consideration for all Consultants, the Commission prohibits any type of communications to or with any department, employee, Commission or County official during the solicitation process, except as provided herein. This includes any communications initiated by a Consultant to any Commission or 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 Commission shall be initiated by the Commission's Engineer 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 Commission's Engineer 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: Guy Schmoltze, Joint Municipal Water and Sewer Commission, POB 2555/2546 Two Notch Road, Lexington South Carolina 29071/29072, gschmoltze@lcjmwsc.com. **No requests received after 5:00 P.M. EST., April 27, 2020 will be considered.**

All interested Consultants shall send the required amount of copies of the qualifications enclosed in a sealed envelope with the project name clearly marked on the outside no later than 5:00 P.M. EST., April 30, 2020 to: Guy Schmoltze, Joint Municipal Water and Sewer Commission, POB 2555/2546 Two Notch Road, Lexington South Carolina 29071/29072.

XIII. TIMELINE OF EVENTS

- **QUESTIONS DEADLINE: April 27, 2020 @ 5:00 PM EST.**
  All questions must be submitted in writing to the Commission's Engineer.
- **SUBMISSION DEADLINE: April 30, 2020 @ 5:00 PM EST**
- **TENTATIVE 1ST EVALUATION MEETING: May 5, 2020**
- **TENTATIVE FINAL EVALUATION: May 8, 2020**
- **TENTATIVE AWARD RELEASE: May 8, 2020**

AGENCY OWNER: JOINT MUNICIPAL WATER & SEWER COMMISSION

NAME OF AGENCY COORDINATOR: Guy Schmoltze, PE

ADDRESS: 2546 TWO NOTCH ROAD, LEXINGTON, SC 29072

PHONE: 803-359-8373 / FASIMILE: 803-359-6553

E-MAIL: gschmoltze@lcjmwsc.com

ATTACHMENTS:
CONTRACT SAMPLE

(Date)

Vendor Name
Contact Person
Address
City, State Zip Code

Re: 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,

Guy Schmoltze, PE
Staff Engineer

ALL DISPUTES HEREUNDER SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE § 15-48-10, ET SEQ.

CONTRACT FOR PROFESSIONAL SERVICES PROVIDED ON AN "ON-CALL" OR "TASK ORDER" BASIS

This CONTRACT for Professional Services by and between Joint Municipal Water & Sewer Commission, hereinafter called the OWNER, and _____, hereinafter called the CONSULTANT;

The parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. Scope of Services. The CONSULTANT shall perform, in a professional manner, described and agreed to by both parties under individual Task Orders.

3. Additional Services. The CONSULTANT shall provide additional services, not specifically called for in any specific Task Order, upon written authorization of the OWNER.

4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of each Task Order. All work as set forth in the Scope of Services shall be completed as stated in each Task Order assuming: (i) the timely submission of all required data and the scheduling of all meetings and reviews by the OWNER; (ii) no other impacts or delays caused by third parties, including the contractor(s) or its subcontractors; or (iii) other delays beyond CONSULTANT's control.

   If the OWNER requests modifications to a specific Task Order, the time of performance of the CONSULTANT shall be adjusted appropriately.

   CONSULTANT's services under this Contract, and each phase of services, if the Task Order Scope of Services is so divided, shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) sixty days after the date when such submissions are delivered to the OWNER.

5. Compensation. The CONSULTANT agrees to perform the scope of services defined in each Task Order, and the OWNER agrees to compensate the CONSULTANT for such services as set forth under, Basis of Compensation, included in each Task Order. Compensation for hourly and additional services shall be as set forth in Attachment A of this contract.

Payment by the OWNER to the CONSULTANT shall be due and payable 30 days following the receipt of the invoice. Payments not received by the CONSULTANT by said 30th day of the month following the date of the invoice shall be overdue. A failure by OWNER to pay CONSULTANT on a timely basis shall entitle CONSULTANT at its election, to stop work on the Project until such time as payment has been made, or to terminate this contract as set forth in Paragraph 14 herein. Such suspension or termination shall be deemed for cause.

6. Personnel. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required to perform the services under this Contract and that such personnel will be fully qualified to perform such services.

7. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test locations and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the CONSULTANT, and CONSULTANT does not make any opinions or representations regarding, or assume any liability for, conditions outside the actual locations or areas tested, observed or explored.

8. CONSULTANT's Personnel at Construction Site. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT's own personnel.

   The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform their work in accordance with the Contract Documents.

9. Responsibilities of the OWNER. It is agreed that the OWNER will have the following responsibilities under this Contract:

a. The timely provision of all available information, data, reports, records, and maps to which the OWNER has access and which are needed by the CONSULTANT for the performance of the services provided for herein.

b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the OWNER does not have in its possession.

c. Making available the services of the OWNER as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.

d. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and will serve to provide the necessary direction and coordination for the project.

e. Bear all costs for permitting, reviewing, recording and advertising for the project.

f. Provide access to all affected private property for CONSULTANT to perform all necessary surveying, engineering and inspections.

All such OWNER responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of his services.

10. Opinion of Probable Construction Costs. CONSULTANT's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. CONSULTANT cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. OWNER waives and releases CONSULTANT from any loss, liability or claim arising out of or in any way related to CONSULTANT's opinion of probable construction costs.

11. Ownership of Documents. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are property of the OWNER. CONSULTANT shall have right to maintain copies. OWNER shall be entitled to use the instruments of CONSULTANT's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by OWNER, without CONSULTANT's written permission, shall be at OWNER's sole risk. Documents are defined as reports, drawings, specifications, record drawings, plats and other deliverables defined in the scope of work whether in printed or electronic format.

12. Use of Electronic Media. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic formats, or other types of information furnished by CONSULTANT to OWNER such as text, data or graphics, are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating

systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project.

13. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments.

14. Termination of Contract. This Contract may be terminated by the OWNER, with or without cause, upon 7 calendar days written notice. In the event of a termination by OWNER, copies of all finished or unfinished plans, specifications and reports prepared by the CONSULTANT shall, at the option of the OWNER, be made available, provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided for in paragraph 11.

    This contract may be terminated by the CONSULTANT, for cause, for non-payment by OWNER, IF the CONSULTANT provides a 30-day notice of its intent to terminate this contract and the OWNER fails to cure any late payment(s) to CONSULTANT. The OWNER must be past-due on payment of invoices to CONSULTANT before the CONSULTANT can send the 30-day notice referenced in this paragraph with its intent to terminate this Contract.

15. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.

16. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the contract:

    a. Statutory Workers Compensation Insurance, a minimum of $500,000 or greater amount if required by the state(s) in which the work is to be performed.

    b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

    c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of $1,000,000 per occurrence.

    d. Professional Liability Insurance of $1,000,000 per claim.

17. Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the project, on

projects of a similar scope and nature. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

18. Dispute Resolution. All disputes that arise out of or relate to this contract, or the breach thereof, shall be mediated if the parties are unable to resolve the dispute through negotiation. If negotiations are unsuccessful, the parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the South Carolina Rules of Alternative Dispute Resolution. , then in effect, or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Lexington, South Carolina, unless the parties otherwise agree.

    If the mediation is unsuccessful, the parties agree that all disputes arising out of or relating to this contract, or the breach thereof, shall be arbitrated, by a single Arbitrator, in accordance with the American Arbitration Association Construction Industry Arbitration Rules. If the parties cannot agree upon an Arbitrator, the selection of the Arbitrator shall be conducted by the American Arbitration Association, Construction Industry Arbitration Rules. The venue for the arbitration shall be in Lexington, South Carolina at the office of the Owner, unless the parties otherwise agree.

19. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

    a. This Agreement shall be binding upon the successors and assigns of the parties.

    b. Interpretation and enforcement of this Agreement shall be pursuant to the law of the State of South Carolina.

    c. This Agreement constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.

OWNER:	CONSULTANT:
JOINT MUNICIPAL WATER & SEWER COMMISSION	**(Insert CONSULTANT name)**
By: _____	By: _____
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____

Address for giving notices:

_____

_____

Address for giving notices:

_____

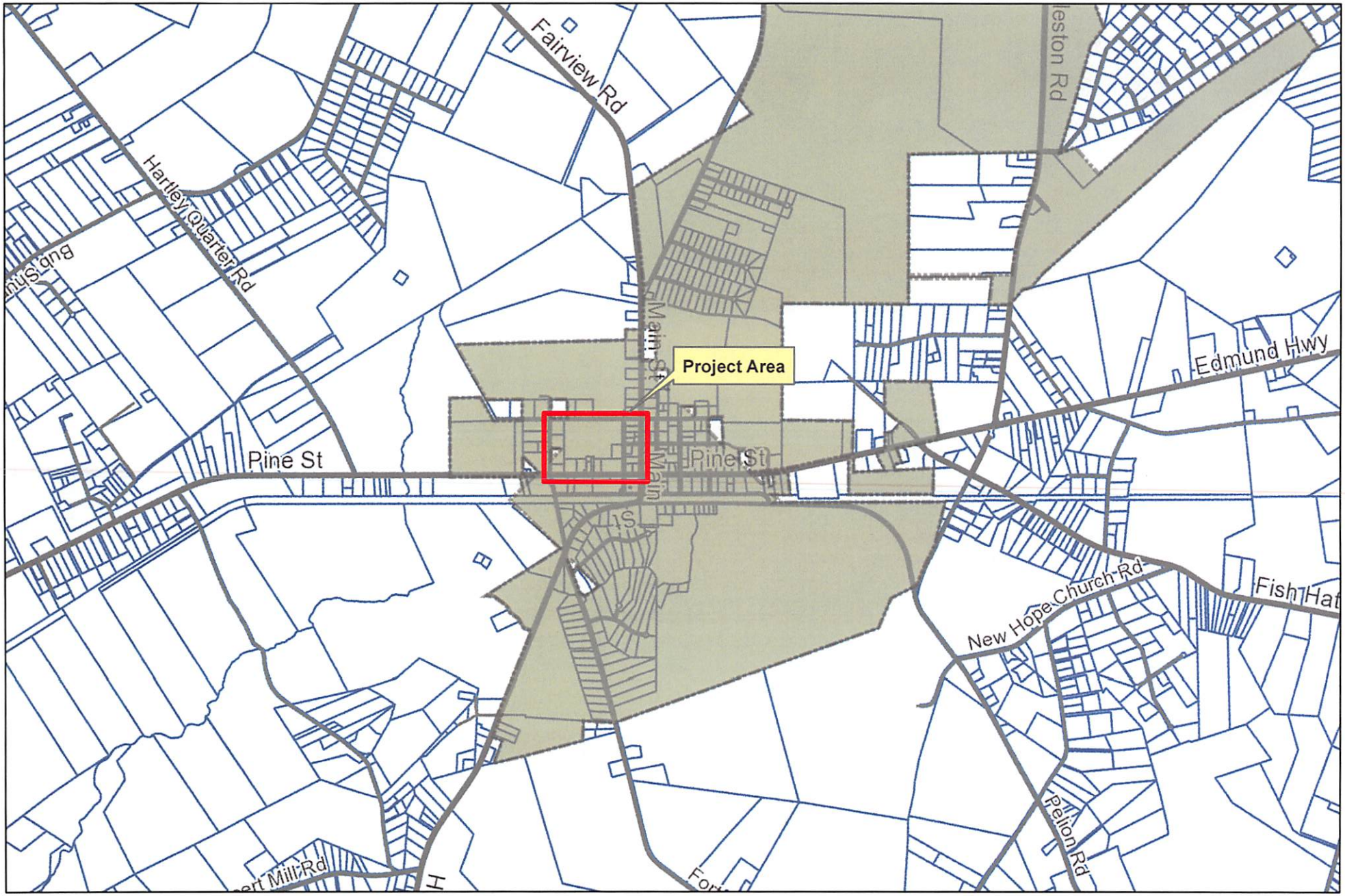
_____

ATTACHMENT A

RATE SCHEDULE
PROVIDED ON AN "ON-CALL" OR TASK ORDER BASIS

At the time the scope of work for a specific project has been defined, the CONSULTANT agrees to negotiate a fixed, lump sum fee or provide services according to the below rates for labor and expenses. The hourly rates shown include salaries, payroll costs, overhead and profit. The following rates are for the (insert year) calendar year. CONSULTANT reserves the right to revise annually by written amendment to reflect inflationary increase not to exceed 4% per year.

(INSERT CURRENT RATE SCHEDULE)



PELION WATER MAIN REPLACEMENT

Not drawn to scale

Date: October 25, 2018

PELION WATER MAIN REPLACEMENT

Not drawn to scale

Date: October 25, 2018

Water Mains

- Proposed
- Existing