

**TOWN OF BLUFFTON  
MASTER SERVICE AGREEMENT  
Contract Number 2021-48**

**COUNTY OF BEAUFORT**

**STATE OF SOUTH CAROLINA**

**THIS AGREEMENT** is made the \_\_\_\_\_ of \_\_\_\_\_, 2021 between Center for Watershed Protection, Inc. (hereinafter called “Contractor”) and the Town of Bluffton (hereinafter called “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town desires to enter into a non-exclusive agreement for stormwater consulting services and

**WHEREAS**, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Schedule:** The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.
2. **Services/Deliverables:** The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.
3. **Fees:** The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.
4. **Work under the Master Services Agreement shall be managed by Task Order.** The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor’s estimate without prior authorization from the Town.
5. **Invoicing:** The Contractor shall send invoices via email simultaneously to [invoice@townofbluffton.com](mailto:invoice@townofbluffton.com) and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-48 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
6. **General Terms and Conditions:**
  - a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
  - b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

- c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
- d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.
- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
- n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Attachments:

1. Scope of Work
2. Fee Schedule
3. Insurance

## ATTACHMENT 1

### SCOPE OF WORK

Professional services awarded under this solicitation will be in support of the Town's Strategic Plan and Capital Improvements Program (CIP) with special emphasis on the initiatives identified in "May River Watershed Action Plan Update & Modeling Report", (McCormick Taylor and Moffat & Nichol, 2020), hereinafter referred to as "Action Plan". The Action Plan identifies projects, programs and policies. The complete text of the Action Plan may be viewed here: <https://www.townofbluffton.sc.gov/226/May-River-Watershed-Action-Plan>

In addition, services awarded under this solicitation may also support the Town's Municipal Separate Storm Sewer System (MS4) Program as well as drainage assessment and improvement projects outside of CIP.

The Watershed Management Division requires the assistance of a multi-disciplinary consultant team to perform tasks identified in the Action Plan and other programmatic activities. Professional disciplines needed for the performance of the work may include, but not be limited to: surveying, hydrology, civil engineering, environmental engineering, geotechnical engineering, ecological assessments, and policy/regulation review and revisions. The selected consultants shall have demonstrated experience in the following types of work:

- Surveying
  - Existing conditions survey
  - Tree and topographic surveys
  - Boundary surveys
  - Bathymetric survey (freshwater pond, canal, and/or salt waters)
  - Construction As-Builts
  - Stormwater inventory
  - GPS surveying
  - Setting benchmarks and control
  - Preparing easement plats
  - Easement staking
  - Easement exhibits
- Hydrology/Hydraulic Analysis and Design
  - Groundwater flow estimation and monitoring
  - Surface water flow estimation and monitoring
  - Water balance estimation and monitoring
  - Open channel analysis and design
  - Culvert analysis and design
  - Small earthen dam evaluation and design
- Civil and Environmental Engineering
  - Storm drainage calculations and design analysis
  - Grading and drainage design
  - Pond routing and outlet design
  - Water quality analysis
  - Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation
  - Scour analysis and recommendations
  - Erosion and sediment control design
  - Roadway, pathway and pavement design
  - Pervious pavement design
  - Asphalt and concrete paving design
  - Boardwalk design
  - Natural materials pathway design
  - Spread analysis and recommendations
  - Sediment and pollutant rate and transport estimation and monitoring
  - Stream and wetland mitigation and restoration design
  - Permitting
  - South Carolina Department of Health & Environmental Control (SCDHEC) regulations

- SCDHEC Ocean & Coastal Resource Management (SCDHEC-OCRM) regulations
- South Carolina Department of Transportation (SCDOT) regulations
- United States Army Corps of Engineers (USACOE) regulations
- Beaufort County regulations
- Town of Bluffton regulations
- Construction Management
- Estimates on quantities and costs
- Construction plans, details and technical specifications
- Construction engineering and observation
- Geotechnical engineering and subsurface investigation
- Ecology and environmental science
- Watershed assessment and plan development
- Comprehensive assessment of watershed environmental and biological conditions
- Water quality monitoring program evaluation and recommendations
- Landscape architecture
- Interpretative sign design and planning
- Irrigation system design and recommendations
- Stormwater program and regulation development
- Code and ordinance review and recommendations
- Stormwater design manual review recommendations for relevancy to current State of Knowledge
- Development plan review for compliance with Town and State regulations and design standards

**ATTACHMENT 2**  
**FEE SCHEDULE**

Table 1. Project References	
Project	Reference
MDE MS4 Data Analysis	Rikke Jepsen Aquatic Ecologist Interstate Commission on the Potomac River Basin 301-984-1908 <a href="mailto:rjepsen@icprb.org">rjepsen@icprb.org</a>
New Castle County Drainage Code Review	S. Douglas Hokuf, Jr., PE Chief of Site Management New Castle County Department of Land Use 302-395-5448 <a href="mailto:Stephen.Hokuf@newcastlede.gov">Stephen.Hokuf@newcastlede.gov</a>

## Local Preference

CWP's Bluffton office does not meet the Town's definition for local preference.

## Minority and Disadvantaged Business Enterprise (MBE/DBE)

CWP is not a Minority or Disadvantaged Business Enterprise.

## Fee Schedule

Table 2 presents CWP's hourly rates by job title.

Table 2. Hourly Rates	
Job Title	Hourly Rate
Senior Advisor	\$175
Program Director	\$150
Water Resources Engineer III	\$145
Water Resources Engineer II	\$125
Water Resources Engineer I	\$105
Watershed Professional III	\$125
Watershed Professional II	\$105
Watershed Professional I	\$95

## ATTACHMENT 3

### INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability (for Professional Services only) – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers’ Compensation and Employers’ Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.



**TOWN OF BLUFFTON**  
**MASTER SERVICE AGREEMENT**  
**Contract Number 2021-55**

**COUNTY OF BEAUFORT**

**STATE OF SOUTH CAROLINA**

**THIS AGREEMENT** is made the \_\_\_\_\_ of \_\_\_\_\_, 2021 between J. Bragg Consulting, Inc. (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

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**WHEREAS**, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

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5. **Invoicing:** The Contractor shall send invoices via email simultaneously to [invoice@townofbluffton.com](mailto:invoice@townofbluffton.com) and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-55 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
6. **General Terms and Conditions:**
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- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
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**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.

J. BRAGG CONSULTING, INC.

TOWN OF BLUFFTON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Attachments:

1. Scope of Work
2. Fee Schedule
3. Insurance

## ATTACHMENT 1

### SCOPE OF WORK

Professional services awarded under this solicitation will be in support of the Town's Strategic Plan and Capital Improvements Program (CIP) with special emphasis on the initiatives identified in "May River Watershed Action Plan Update & Modeling Report", (McCormick Taylor and Moffat & Nichol, 2020), hereinafter referred to as "Action Plan". The Action Plan identifies projects, programs and policies. The complete text of the Action Plan may be viewed here: <https://www.townofbluffton.sc.gov/226/May-River-Watershed-Action-Plan>

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  - Tree and topographic surveys
  - Boundary surveys
  - Bathymetric survey (freshwater pond, canal, and/or salt waters)
  - Construction As-Builts
  - Stormwater inventory
  - GPS surveying
  - Setting benchmarks and control
  - Preparing easement plats
  - Easement staking
  - Easement exhibits
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  - Groundwater flow estimation and monitoring
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  - Water balance estimation and monitoring
  - Open channel analysis and design
  - Culvert analysis and design
  - Small earthen dam evaluation and design
- Civil and Environmental Engineering
  - Storm drainage calculations and design analysis
  - Grading and drainage design
  - Pond routing and outlet design
  - Water quality analysis
  - Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation
  - Scour analysis and recommendations
  - Erosion and sediment control design
  - Roadway, pathway and pavement design
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  - Spread analysis and recommendations
  - Sediment and pollutant rate and transport estimation and monitoring
  - Stream and wetland mitigation and restoration design
  - Permitting
  - South Carolina Department of Health & Environmental Control (SCDHEC) regulations

- SCDHEC Ocean & Coastal Resource Management (SCDHEC-OCRM) regulations
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- Construction plans, details and technical specifications
- Construction engineering and observation
- Geotechnical engineering and subsurface investigation
- Ecology and environmental science
- Watershed assessment and plan development
- Comprehensive assessment of watershed environmental and biological conditions
- Water quality monitoring program evaluation and recommendations
- Landscape architecture
- Interpretative sign design and planning
- Irrigation system design and recommendations
- Stormwater program and regulation development
- Code and ordinance review and recommendations
- Stormwater design manual review recommendations for relevancy to current State of Knowledge
- Development plan review for compliance with Town and State regulations and design standards

**ATTACHMENT 2**  
**FEE SCHEDULE**



J. Bragg Consulting, Inc. Fee Schedule

Personnel Rate Schedule	
Classification	Rate/Hour
Principal	\$220
Senior Project Manager Program Manager	\$185
Project Manager Senior Engineer Copywriter	\$165
Public Involvement/Outreach Coordinator	\$145
Engineer Specifications Writer	\$130
Creative Project Manager	\$125
Senior Designer	\$115
Staff Engineer	\$100
Designer	\$95
Clerical	\$65

Reimbursable Expenses	
Expenses	Rate
Mileage	Current Federal Rate/mile
Out-of-pocket Expenses	Actual Cost + 10%
Subcontractor fees Markup Percentage	Actual Cost + 10%

The above hourly rates may be increased after one (1) year from date of contract or approved proposal.



18 Daffodil Farm Way | Bluffton | SC 29910



(803) 513-3777



jbragg@jbraggconsulting.com



**Rate Sheet**

	<u>Year 1 &amp; 2</u>	<u>Year 3</u>
1) Survey Crew	\$125/hr	\$135
2) Hydrographic Survey Crew	\$200/hr	\$210
3) Survey CAD Technician	\$95/hr	\$102
4) Professional Land Surveyor	\$145/hr	\$155
5) Administrative	\$55/hr	\$65





Hourly Rates  
2021

<u>Classification</u>	<u>Hourly Rate</u>
Principal .....	\$200
Project Manager.....	\$195
Senior Geotechnical Engineer (PE).....	\$190
Geotechnical Engineer (PE).....	\$150
Engineer (EIT).....	\$90
Geologist (PG).....	\$95
Senior Environmental Professional .....	\$150
Environmental Professional.....	\$80
Inspection Project Manager.....	\$125
Inspector.....	\$75
CADD Technician .....	\$65
Clerical/Administrative.....	\$55



## Red Bay Environmental

### Hourly Rates

Field Services \$95/hr

Permitting/Project Management \$125/hr

Expenses are direct and mileage at current GSA rate.



**STANDARD RATES FOR SERVICES**

The following are standard rates for services as of February 24, 2021. *Rates are valid for six months from the date of any executed contract.*

<b><u>Personnel</u></b>	<b><u>Hourly Rate</u></b>
Principal Landscape Architect	\$150.00
Senior Landscape Architect	\$135.00
Landscape Designer	\$ 95.00
Administrative Staff	\$ 55.00

**Reimbursable Expenses**

Mileage	Subject to Federal Guidelines
Models/Renderings/Photos	Cost + 10%
Postage/Overnight Delivery	Cost + 10%
Reproduction and Printing	Cost + 10%
Travel and Subsistence	Cost + 10%
Subcontract Services	Cost + 10%

91-B Broad Street, Charleston, SC, 29401  
www.surculusdesign.com

# I. FEE SCHEDULE



## Tetra Tech Rates and roles for Bluffton As Needed Stormwater On Call (2021)

Tetra Tech Hourly Rates				
Title	Name	Primary Role	Secondary Role	Rate
Senior Water Resources Engineer	Jason Wright, PE	Surface Water Flow and Monitoring, QA/QC	Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation; Stormwater Program and Regulation Development; Stormwater Manual Review Recommendations	\$210
Professional Hydrologist	Erin Lincoln, PH	Water Balance Estimation and Monitoring, Water Quality Analysis	Sediment and pollutant rate and transport estimate and monitoring	\$192
Senior Planner – Water Resources	Holly Miller, PE, CFM, CPESC	Watershed Assessment and Plan Development, Water Quality Monitoring Program Evaluation and Recommendations	Stormwater Program and Regulation Development; Code and Ordinance Review and Recommendations; Development Plan Review; Small Earthen Dam Evaluation and Design; Construction Management	\$185
Water Resources Engineer	Madhu AkasapuSmith, PE, CFM	Floodplain Management, Watershed Modeling	H&H	\$128
Water Resources Engineer	Maureen Harris, PE	Surface Water Flow and Monitoring; Sediment and Pollutant Rate and Transport Estimate and Monitoring	Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation; H&H Modeling; Small Earthen Dam Evaluation and Design	\$160
Water Resources Engineer	Christian Helfrich, PE	Watershed Analysis, Stormwater Management, Water Quality Sampling, Cost Estimates	H&H Modeling	\$137
Environmental Engineer	Michelle Schmidt, PE	Water Quality Monitoring Program Evaluation and Recommendations	Watershed and H&H Modeling	\$140



Volkert Schedule of Fees	
Classification	Hourly Rate Schedule (Fully Loaded)
Principal	\$ 210.00
Project Manager	\$ 200.00
Sr. Engineer / Sr. Professional	\$ 175.00
Engineer / Professional	\$ 150.00
Designer	\$ 100.00
Technician	\$ 80.00
Environmental Scientist	\$ 110.00
Senior Inspector	\$ 125.00
Inspector	\$ 90.00
Administrative Assistant	\$ 75.00
Accountant	\$ 80.00

## ATTACHMENT 3

### INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

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***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

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**TOWN OF BLUFFTON**  
**MASTER SERVICE AGREEMENT**  
**Contract Number 2021-56**

**COUNTY OF BEAUFORT**

**STATE OF SOUTH CAROLINA**

**THIS AGREEMENT** is made the \_\_\_\_\_ of \_\_\_\_\_, 2021 between McCormick Taylor, Inc. (hereinafter called “Contractor”) and the Town of Bluffton (hereinafter called “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town desires to enter into a non-exclusive agreement for stormwater consulting services and

**WHEREAS**, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Schedule:** The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.
2. **Services/Deliverables:** The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.
3. **Fees:** The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.
4. **Work under the Master Services Agreement shall be managed by Task Order.** The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor’s estimate without prior authorization from the Town.
5. **Invoicing:** The Contractor shall send invoices via email simultaneously to [invoice@townofbluffton.com](mailto:invoice@townofbluffton.com) and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-56 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
6. **General Terms and Conditions:**
  - a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
  - b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

- c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
- d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.
- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
- n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.



MCCORMICK TAYLOR, INC.

TOWN OF BLUFFTON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Attachments:

1. Scope of Work
2. Fee Schedule
3. Insurance

## ATTACHMENT 1

### SCOPE OF WORK

Professional services awarded under this solicitation will be in support of the Town's Strategic Plan and Capital Improvements Program (CIP) with special emphasis on the initiatives identified in "May River Watershed Action Plan Update & Modeling Report", (McCormick Taylor and Moffat & Nichol, 2020), hereinafter referred to as "Action Plan". The Action Plan identifies projects, programs and policies. The complete text of the Action Plan may be viewed here: <https://www.townofbluffton.sc.gov/226/May-River-Watershed-Action-Plan>

In addition, services awarded under this solicitation may also support the Town's Municipal Separate Storm Sewer System (MS4) Program as well as drainage assessment and improvement projects outside of CIP.

The Watershed Management Division requires the assistance of a multi-disciplinary consultant team to perform tasks identified in the Action Plan and other programmatic activities. Professional disciplines needed for the performance of the work may include, but not be limited to: surveying, hydrology, civil engineering, environmental engineering, geotechnical engineering, ecological assessments, and policy/regulation review and revisions. The selected consultants shall have demonstrated experience in the following types of work:

- Surveying
  - Existing conditions survey
  - Tree and topographic surveys
  - Boundary surveys
  - Bathymetric survey (freshwater pond, canal, and/or salt waters)
  - Construction As-Builts
  - Stormwater inventory
  - GPS surveying
  - Setting benchmarks and control
  - Preparing easement plats
  - Easement staking
  - Easement exhibits
- Hydrology/Hydraulic Analysis and Design
  - Groundwater flow estimation and monitoring
  - Surface water flow estimation and monitoring
  - Water balance estimation and monitoring
  - Open channel analysis and design
  - Culvert analysis and design
  - Small earthen dam evaluation and design
- Civil and Environmental Engineering
  - Storm drainage calculations and design analysis
  - Grading and drainage design
  - Pond routing and outlet design
  - Water quality analysis
  - Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation
  - Scour analysis and recommendations
  - Erosion and sediment control design
  - Roadway, pathway and pavement design
  - Pervious pavement design
  - Asphalt and concrete paving design
  - Boardwalk design
  - Natural materials pathway design
  - Spread analysis and recommendations
  - Sediment and pollutant rate and transport estimation and monitoring
  - Stream and wetland mitigation and restoration design
  - Permitting
  - South Carolina Department of Health & Environmental Control (SCDHEC) regulations

- SCDHEC Ocean & Coastal Resource Management (SCDHEC-OCRM) regulations
- South Carolina Department of Transportation (SCDOT) regulations
- United States Army Corps of Engineers (USACOE) regulations
- Beaufort County regulations
- Town of Bluffton regulations
- Construction Management
- Estimates on quantities and costs
- Construction plans, details and technical specifications
- Construction engineering and observation
- Geotechnical engineering and subsurface investigation
- Ecology and environmental science
- Watershed assessment and plan development
- Comprehensive assessment of watershed environmental and biological conditions
- Water quality monitoring program evaluation and recommendations
- Landscape architecture
- Interpretative sign design and planning
- Irrigation system design and recommendations
- Stormwater program and regulation development
- Code and ordinance review and recommendations
- Stormwater design manual review recommendations for relevancy to current State of Knowledge
- Development plan review for compliance with Town and State regulations and design standards

**ATTACHMENT 2**  
**FEE SCHEDULE**

# FEE SCHEDULE

<b>McCORMICK TAYLOR</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Director	\$285.00
Senior Manager	\$230.00
Manager	\$200.00
Senior Project Manager	\$170.00
Senior Cultural Resources Professional	\$130.00
Environmental Professional II	\$120.00
Engineer II	\$115.00
Engineer I	\$110.00

<b>DAVIS &amp; FLOYD</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$231.00
Senior Project Manager	\$184.00
Project Manager/Senior Engineer	\$168.00
Senior Architect	\$158.00
Senior Transportation Planner	\$158.00
Program Director/Department Manager	\$147.00
Senior Landscape Architect	\$147.00
Resident Construction Manager	\$147.00
Computer Specialist	\$147.00
Engineer/Architect/Landscape Architect	\$137.00
Specifications Writer	\$137.00
Senior Inspector	\$131.00
Licensed Surveyor	\$126.00
Transportation Planner	\$126.00
Senior Designer	\$121.00
GIS Specialist	\$121.00
Staff Engineer/Inspector	\$105.00
Permitting Specialist	\$105.00
Transportation Planner Assistant	\$105.00
GIS Analyst	\$105.00
Designer	\$100.00
Accountant	\$100.00
Survey Crew Chief	\$95.00
Computer Technician	\$84.00
Clerical	\$68.00
Survey Field Technician/Intern Technician	\$63.00



<b>MOFFAT &amp; NICHOL</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Senior Coastal Engineer	\$220.00
Senior Hydrologist	\$200.00
Senior Engineer/Scientist	\$200.00
Engineer/Scientist III	\$165.00
Engineer/Scientist II	\$140.00
Engineer/Scientist I	\$110.00

<b>CENTER FOR WATERSHED PROTECTION</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Executive Director/Deputy Director	\$175.00
Program Director	\$150.00
Water Resources Engineer III	\$145.00
Water Resources Engineer II	\$125.00
Water Resources Engineer I	\$105.00
Watershed Professional III	\$125.00
Watershed Professional II	\$105.00
Watershed Professional I	\$95.00
Membership Manager	\$125.00
Graphic Designer	\$125.00
Office Manager	\$95.00

<b>J. BRAGG CONSULTING</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$220.00
Senior Project Manager	\$185.00
Program Manager	\$185.00
Project Manager	\$165.00
Senior Engineer	\$165.00
Copywriter	\$165.00
Public Involvement/Outreach Coordinator	\$145.00
Engineer	\$130.00
Specifications Writer	\$130.00
Creative Project Manager	\$125.00
Senior Designer	\$115.00
Staff Engineer	\$100.00
Designer	\$95.00
Clerical	\$65.00



<b>ANDREWS ENGINEERING COMPANY</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$143.00
GPS Survey Crew	\$126.00
2-Man Survey Crew	\$115.00
Project Manager	\$110.00
Professional Land Surveyor	\$104.00
Engineer	\$93.00
Field Inspector	\$84.00
Party Chief	\$81.00
Survey Technician	\$81.00
Engineer Technician	\$81.00
Administrative	\$55.00

<b>F&amp;ME CONSULTANTS</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$195.00
Project Manager	\$190.00
Senior Geotechnical Engineer (PE)	\$185.00
Geotechnical Engineer (PE)	\$150.00
Geotechnical EIT	\$80.00
Geologist (PG)	\$95.00
Senior Environmental Professional	\$150.00
Environmental Professional	\$80.00
Inspection Project Manager	\$150.00
Senior Inspector	\$75.00
Inspector	\$60.00
CADD Technician	\$65.00
Clerical/Administrative	\$55.00

<b>SURCULUS</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal Landscape Architect	\$150.00
Senior Landscape Architect	\$135.00
Landscape Designer	\$95.00
Administrative Staff	\$55.00



## ATTACHMENT 3

### INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability (for Professional Services only) – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers’ Compensation and Employers’ Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.



**TOWN OF BLUFFTON**  
**MASTER SERVICE AGREEMENT**  
**Contract Number 2021-57**

**COUNTY OF BEAUFORT**

**STATE OF SOUTH CAROLINA**

**THIS AGREEMENT** is made the \_\_\_\_\_ of \_\_\_\_\_, 2021 between Woolpert, Inc. (hereinafter called “Contractor”) and the Town of Bluffton (hereinafter called “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town desires to enter into a non-exclusive agreement for stormwater consulting services and

**WHEREAS**, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Schedule:** The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.
2. **Services/Deliverables:** The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.
3. **Fees:** The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.
4. **Work under the Master Services Agreement shall be managed by Task Order.** The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor’s estimate without prior authorization from the Town.
5. **Invoicing:** The Contractor shall send invoices via email simultaneously to [invoice@townofbluffton.com](mailto:invoice@townofbluffton.com) and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-57 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
6. **General Terms and Conditions:**
  - a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
  - b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

- c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
- d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.
- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
- n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.

WOOLPERT, INC.

TOWN OF BLUFFTON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Attachments:

1. Scope of Work
2. Fee Schedule
3. Insurance

## ATTACHMENT 1

### SCOPE OF WORK

Professional services awarded under this solicitation will be in support of the Town's Strategic Plan and Capital Improvements Program (CIP) with special emphasis on the initiatives identified in "May River Watershed Action Plan Update & Modeling Report", (McCormick Taylor and Moffat & Nichol, 2020), hereinafter referred to as "Action Plan". The Action Plan identifies projects, programs and policies. The complete text of the Action Plan may be viewed here: <https://www.townofbluffton.sc.gov/226/May-River-Watershed-Action-Plan>

In addition, services awarded under this solicitation may also support the Town's Municipal Separate Storm Sewer System (MS4) Program as well as drainage assessment and improvement projects outside of CIP.

The Watershed Management Division requires the assistance of a multi-disciplinary consultant team to perform tasks identified in the Action Plan and other programmatic activities. Professional disciplines needed for the performance of the work may include, but not be limited to: surveying, hydrology, civil engineering, environmental engineering, geotechnical engineering, ecological assessments, and policy/regulation review and revisions. The selected consultants shall have demonstrated experience in the following types of work:

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  - Existing conditions survey
  - Tree and topographic surveys
  - Boundary surveys
  - Bathymetric survey (freshwater pond, canal, and/or salt waters)
  - Construction As-Builts
  - Stormwater inventory
  - GPS surveying
  - Setting benchmarks and control
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  - Surface water flow estimation and monitoring
  - Water balance estimation and monitoring
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  - Culvert analysis and design
  - Small earthen dam evaluation and design
- Civil and Environmental Engineering
  - Storm drainage calculations and design analysis
  - Grading and drainage design
  - Pond routing and outlet design
  - Water quality analysis
  - Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation
  - Scour analysis and recommendations
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  - Roadway, pathway and pavement design
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  - Stream and wetland mitigation and restoration design
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- Town of Bluffton regulations
- Construction Management
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- Construction engineering and observation
- Geotechnical engineering and subsurface investigation
- Ecology and environmental science
- Watershed assessment and plan development
- Comprehensive assessment of watershed environmental and biological conditions
- Water quality monitoring program evaluation and recommendations
- Landscape architecture
- Interpretative sign design and planning
- Irrigation system design and recommendations
- Stormwater program and regulation development
- Code and ordinance review and recommendations
- Stormwater design manual review recommendations for relevancy to current State of Knowledge
- Development plan review for compliance with Town and State regulations and design standards

**ATTACHMENT 2**  
**FEE SCHEDULE**



# Fee Schedule

Woolpert Labor Category	Hourly Rate
Project Principal	\$250.00
Project Director	\$215.00
Discipline Leader	\$210.00
Senior Project Manager	\$200.00
Senior Technical Specialist	\$185.00
Project Manager	\$170.00
Senior Engineer	\$145.00
H&H Modeler	\$140.00
Mid-Level Engineer	\$135.00
GIS Professional	\$130.00
Project Engineer	\$125.00
Field Team Crew Leader	\$120.00
Phase Manager	\$115.00
Junior Engineer	\$105.00
CAD Technician	\$100.00
EIT	\$95.00
Business Manager	\$90.00
Environmental Scientist	\$85.00
Senior Field Technician	\$85.00
Field Technician	\$80.00
Administrative Support	\$75.00

PROPRIETARY

## ATTACHMENT 3

### INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability (for Professional Services only) – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers’ Compensation and Employers’ Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.