

LETTER AGREEMENT FOR SERVICES BETWEEN  
THOMAS & HUTTON ENGINEERING CO. (CONTRACTOR) AND TOWN OF BLUFFTON (OWNER)  
BOUNDARY STREET IMPROVEMENTS – AMENDMENT #1  
SCOPE OF SERVICES

NOVEMBER 21, 2022

**SCOPE OF SERVICES**

Thomas & Hutton Engineering Co. shall provide additional services for the proposed improvements to Boundary Street located between May River Road and Water Street in Bluffton, South Carolina. Within Boundary Street Streetscape Scope are connections to Church Street, Lawton Street, Lawrence Street, Green Street, Bridge Street, Allen Street, Pope Lane, and Water Street. The scope only includes connections to these adjacent streets and does not include streetscape improvements for the entire length of the adjacent streets.

See below for specific scope included in Amendment #1 to the original contract

1. **SCOPE OF SERVICES**

A. **General Consulting Phases**

1. **Additional Project Team Meetings**

The majority of the budget in the original contract has been used for weekly meetings. Contractor shall attend additional project team meetings, conference calls and public meetings at the reasonable request of the Town (herein sometimes referred to as Owner). Our fee includes up to 60 hours (exclusive of travel) of meeting time. Services shall be provided on a Time and Expense basis. Meetings required in excess of 60 hours will be billed as additional services.

B. **General Study/Report Phase**

1. **Stormwater Management Design per SoLoCo Ordinance**

The Southern Low Country Stormwater Design Manual was adopted after the original contract. Additional services are required to design this project to meet the intent of the ordinance for the runoff reduction volume. Additional services are required to provide required information on the plans such as stormwater profiles, stormwater calculations, bmp calculations and maps, ect.

C. **Permit Phase**

1. **Site Permits**

Contractor shall assist Town with the preparation of submittal packages for the development approval. The payment of fees associated with the application process is the responsibility of the Town. Contractor shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for this project include:

- Bluffton Fire District
- SCDHEC – OCRM
- Town of Bluffton – Public Project

\_\_\_\_\_ Owner's Initials

\_\_\_\_\_ Consultant's Initials

Submittal fees are **not** included in our fee schedule and shall be provided by the Town at the time of submittal. Contractor will assist Town in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Town.

**2. Town of Bluffton – Stormwater Permit**

Contractor shall assist Town with the preparation of the stormwater permit submittal package for this project. It is understood that the recently approved stormwater ordinance does not apply to Town projects. However, the Town intends to meet the ordinance to the maximum extent possible. The Contractor shall complete the package, attend meetings with stormwater staff, and respond to comments received. If excessive comments or resubmittals are required, additional services may be required.

**3. SCDOT Permit**

Contractor shall assist Town with the preparation of submittal package to the SCDOT to permit improvements at the intersections of May River Road and Bridge Street. No other SCDOT permitting is included. Agency submittals anticipated for this project include:

- South Carolina Department of Transportation Encroachment Application

Submittal fees are **not** included in our fee schedule and shall be provided by the Town at the time of submittal. Contractor will assist Town in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Town.

**4. BJWSA Coordination**

Contractor shall submit a set of plans to BJWSA for coordination of their required utility relocations at the completion of the Preliminary Design Phase. Contractor shall meet with BJWSA to discuss the project and their strategy for redesign, relocation, or modification of their existing utilities in the vicinity of the project. Our fee does not include any water or sewer extension other than what is required for conflicts. No DHEC-Water/Wastewater permit is required since there is not any water or sewer extensions proposed. If BJWSA requires any water or sewer to be added to the design plans, additional services shall be required.

Submittal fees are **not** included in our fee schedule and shall be provided by the Town at the time of submittal.

**5. Dry Utility Coordination**

Contractor shall submit a set of plans to the Dry Utility companies for coordination of their required utility relocations at the completion of the Preliminary Design and Final Design Phases. Contractor shall meet and

coordinate with the dry utility companies to discuss the project and their strategy for redesign, relocation, or modification of their existing utilities in the vicinity of the project. Our fee assumes that the design and permitting for the modifications to their utilities will be performed by others. Our fee assumes that the existing underground utilities along Boundary Street will remain in place and the plan will work around the existing utilities. Our fee assumes that the overhead power shall be designed to be placed underground and potentially in a duct bank. Duct bank design and plans shall be by others. Our fee does include providing conduit locations, based upon red line markups, provided by the dry utility companies.

Submittal fees are **not** included in our fee schedule and shall be provided by the Town at the time of submittal.

**D. Construction Phase**

Contractor will provide the following services for the Construction Phase:

**1. Bid Process**

Contractor shall assist Town during the Bid Phase. Typical services provided during this phase include preparation of assembling bid packages, attending or conducting pre-bid meetings, responding to contractor questions, and preparation of the Contractor's recommendation letter for award of bid. Our fee assumes the Town of Bluffton will prepare all the required contract documents with the selected Contractor(s).

**E. Exclusions**

Items **not** included in the scope of services are as follows:

- Accessibility construction compliance verification
- Archaeological survey and report
- Wetland surveys or permits
- Phase One or Phase Two Environmental Assessments
- Environmental Cleanup Plans
- Endangered species survey and report
- Survey of any kind
- Traffic Impact Study
- Schematic Design Plan
- Signal Design
- Landscape/Hardscape/Irrigation Design
- Construction Services unless specifically covered in the scope of services
- Record Drawings
- Project Closeout
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems
- Duct Bank Design

**LETTER AGREEMENT FOR SERVICES BETWEEN  
THOMAS & HUTTON ENGINEERING CO. (CONTRACTOR) AND TOWN OF BLUFFTON (OWNER)  
BOUNDARY STREET IMPROVEMENTS – AMENDMENT #1  
SCOPE OF SERVICES**

**NOVEMBER 21, 2022**

---

- Water Design Plans and Calculations
- Sewer Design Plans and Calculations
- Community Liaison
- Arborist Tree Assessment

These items can be coordinated or provided, if requested by the Town in writing.

**2. PERIODS OF SERVICE**

After receipt of a written notice to proceed from the Town, Contractor will commence and complete work upon a mutually agreed upon schedule between Town and Contractor.

\_\_\_\_\_ Owner's Initials

\_\_\_\_\_ Consultant's Initials

**Boundary Street Improvements - Amendment #1 Fees**

**Boundary Street Improvements**

		Senior Manager	Project Manager V	Landscape Architect V	Project Manager III	Designer III	Designer I	CADD Technician III	Field Representative V		
	Hourly Rate	\$ 255	\$ 230	\$ 230	\$ 200	\$ 150	\$ 125	\$ 110	\$ 160	Hours	FEE
ITEM	TASK	Estimated Hours								Sub-Total	Sub-Total
<b>General Consulting Phase</b>											
1	Project Progress Meetings				60					60	\$ 12,000
<b>General Study/Report Phase</b>											
1	Stormwater Management Design per SoLoCo Ordinance				10	80				90	\$ 14,000
<b>Permit Phase</b>											
1	Site Permits		5		5	15	10			35	\$ 5,650
2	Town of Bluffton - Stormwater Permit				15	30	20			65	\$ 10,000
3	SCDOT Permit				15	35	15			65	\$ 10,125
4	BJWSA Coordination				5	10	30			45	\$ 6,250
5	Dry Utility Coordination				10	20	20			50	\$ 7,500
<b>Construction Phase</b>											
1	Bid Process		5		10	10	5		5	35	\$ 6,075
<b>Sub-Total - Personnel</b>		<b>0</b>	<b>10</b>		<b>130</b>	<b>200</b>	<b>100</b>	<b>0</b>	<b>5</b>	<b>445</b>	<b>\$ 71,600</b>
<b>Total - Boundary Street Improvements - Amendment #1</b>										<b>\$ 71,600.00</b>	

Notes:

- Please see attached scope of services to identify the specific scopes that are associated with each of the phases and tasks listed above.