



August 12, 2015

Mr. J.C. Cook
Mayor
City of Clemson
1250-1 Tiger Blvd.
Clemson, SC 29631

**Calhoun District Streetscape Design
City of Clemson, South Carolina**

We are pleased to present this proposal for streetscape design services. The services Seamon, Whiteside & Associates, Inc. (SW+) will provide include landscape architecture, civil engineering, and permitting for streetscape improvements located within the right-of-way while maintaining access to residences and businesses. Sub-consultants to SW+ will provide electrical engineering services for the streetscape design.

Scope of Services

SW+ will provide the following professional services:

Division 1: Construction Documents

1. Coordinate with City and City's surveyor on additional survey data needed for Georgian Tract improvements.
2. Based on Conceptual Design, prepare streetscape construction drawings to include the following:
 - a. Cover Sheet
 - b. Existing Conditions Plan
 - c. Demolition Plan
 - d. Erosion and Sediment Control Plan
 - e. Erosion and Sediment Control Details
 - f. Site Layout Plan
 - g. Grading and Drainage Plan
 - h. Hardscape Plan
 - i. Standard Streetscape Details (tree grate, pavers, site furnishings, concrete paving, crosswalks, etc.)
 - j. Planting Plans
 - k. Plant Schedule and Details
 - l. Lighting and Electrical Plans and Details
3. Submit construction drawings to the agencies having jurisdiction for review and permitting, including, but not limited to, the following as applicable:
 - a. City Engineering Dept. (roads and drainage)
 - b. City Horticulturalist (plant material specification)
 - c. Pickens County for stormwater permitting
 - d. SCDOT for College Avenue Streetscape
 - e. Norfolk Southern Railroad (Elm Street improvements)
 - f. Local power
 - g. Stormwater Manager
 - h. Building Official

4. Make necessary revisions and submit 100% (final) bid documents to City.

Division 2: Bidding and Negotiation

1. Prepare Front End Specifications and Technical Specifications to be included in bid package.
2. Assist the Client during the bidding process by preparing and issuing Bid Documents, conducting a pre-bid conference, answering questions, providing input for addenda, and assisting in the evaluation of bids.
3. Make recommendations on contractor selection and prepare a draft Contract for Construction (AIA-A101) for review by Client and Contractor (SW+A does not provide legal advice and recommends consulting an attorney before signature). Once approved by both parties, SW+A will coordinate signature and distribution of the signed Contracts.

Division 3: Construction Phase Services

The Client is advised that SW+ must perform, at a minimum, the construction phase services listed below. These services are necessary in order to: a) provide observations and supporting documentation that is required as a condition of the construction permits; and b) in order to provide to the Client and ourselves, a reasonable level of assurance that the Work is in general compliance with the requirements of the Construction Contract Documents (CCD's).

1. Schedule, attend, and document preconstruction meetings prior to initiation of work on key Project systems. Such meetings shall be intended to facilitate communication and to minimize potential mistakes by the installing personnel due to a misunderstanding of the Work requirements.
2. Schedule, attend, and document weekly site progress meetings (scheduled 12 week construction schedule). Such meetings shall be intended to facilitate communication and to minimize construction problems by monitoring activities more closely as they progress.
3. Provide additional job observations, subject to the conditions listed above, to provide additional assurance that the Work is in general compliance with the requirements of the CCD's.
4. Review and process Contractor's pay requests in order to provide the Client with a reasonable assurance that Work being billed has been completed in general accordance with the CCD's.
5. Review and process Contractor's requests for Contract modifications in order to provide the Client with a reasonable assurance that the change is justified and that the dollar and time adjustment to the Contract amount are accurate and fair.
6. Monitor and report on the Contractor's conformance with the Contract schedule.
7. Receive Contractor's request for documentation of Substantial Completion. Complete document review and inspections as required and, if applicable, issue Certificate of Substantial Completion and punch list of items needing attention prior to Final Completion. Repeat inspections and punch lists as required for Final Completion.
8. During construction, interpret plans, and answer Contractor questions when requested.
9. Review Contractor's site work related shop drawing and product data submittals to confirm general conformance with the requirements of the Contract Documents.
10. Provide construction observation as follows:

- a. SW+ shall at minimum, visit the site weekly and at intervals appropriate to the stage of construction (twelve weeks construction), in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather allow SW+, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the CCD's.
 - b. Based on this general observation, SW+ shall keep the Client informed about the progress of the work and shall endeavor to guard the Client against deficiencies in the work.
 - c. SW+ shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the CCD's.
 - d. SW+ shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. SW+ does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the CCD's or any applicable laws, codes, rules, or regulations.
11. The electrical engineer (subconsultant to SW+) will visit the site three (3) times, at intervals appropriate to the stage of construction, in order to observe the progress and quality of the work completed by the Contractor; and, review Contractor's electrical site work related shop drawing and product data submittals to confirm general conformance with the requirements of the Contract Documents.

Notes:

1. *Additional survey and design coordination for impacts outside the right-of-way, if required, will be provided as additional services on an hourly rate basis. This includes plat preparation, research, easements, etc. for any proposed land acquisition.*
2. *No water and sewer utility improvements, below grade, are included in this proposal.*
3. *Geotechnical studies, environment audits, structural design of retaining walls greater than 3' in height, design of site lighting, traffic studies, and other supporting services not defined in the scope of this proposal, should they be required, will be provided by the Client through separate contract with outside consultant(s).*
4. *Contractor shall be responsible for the payment of application and permit fees, impact and tap fees, inspection fees, maintenance fees, bonds, and other agency charges associated with the permitting and construction of the Project.*
5. *Coverage under the SC NPDES General Permit for Construction Activities (NPDES) is required prior to initiation of land disturbing activities. A prerequisite to coverage is the submittal to, and approval of, a SWPPP by the local agency having jurisdiction under the SCDHEC MS4 program. In addition to initial erosion and sediment control measures, the SWPPP also includes various other provisions outside of the scope of the construction drawings. The SWPPP is intended to be a framework outlining measures that are intended to be implemented and maintained throughout the construction period. As a result, additional efforts related to the implementation, maintenance, and updating of the SWPPP are required during construction. Some of these must be performed by SW+ and others can be performed by SW+ or other parties. See below for additional information.*
6. *Opinions of probable costs that are prepared by SW+ shall be based on its experience and qualifications and represent its judgment as a Consultant familiar with the construction industry but shall not be a guarantee that construction costs will not vary from its opinions of probable cost.*

7. *Early in the design process, the Client shall coordinate with SW+ to establish a site work and landscaping construction budget for this phase. Once the budget is established, project design will proceed in accordance with the scope and quality criteria defined as the basis for preparing the budget. After final design and preparation of CD's is underway, any Client requested changes that are inconsistent with the originally established scope and quality criteria will be charged as additional services on an hourly rate basis. CD's will reflect the design identified during the charrette. The City will bid the job and phase construction to meet budget and scheduling needs.*

Fees:

We will provide the indicated services for the following fees:

Division 1:	Construction Documents	\$28,740
Division 2:	Bidding and Negotiation	\$8,465
Division 3:	Construction Phase Services	\$21,240

Hourly rate and additional services shall be invoiced on an hourly rate basis according to the table below:

Principal.....	\$180.00
Branch Manager	\$140.00
Director	\$140.00
Senior Landscape Architect.....	\$130.00
Senior Civil Engineer.....	\$130.00
Civil Engineer Project Coordinator II	\$120.00
Project Coordinator.....	\$110.00
Civil Engineer-in-Training	\$105.00
Permitting Coordinator	\$110.00
Land Planner II.....	\$100.00
Administrative	\$45.00

Office reimbursable expenses will be billed at the rates listed in the table below plus a 5% handling fee:

Mileage outside of the local area.....	\$0.56 per mile
<i>(Local area is defined as the metropolitan area of the originating office of the proposal)</i>	
Printing of construction and project drawings (\$0.40 per sq ft)	
24 x 36.....	\$2.40 each
30 x 42.....	\$3.50 each
Color inkjet plotting (\$8.00 per sq ft)	
24 x 36.....	\$48.00 each
30 x 42.....	\$70.00 each
Black and white inkjet plotting (\$2.00 per sq ft)	
24 x 36.....	\$12.00 each
30 x 42.....	\$17.50 each
Black and white Xerox copies	
8½ x 11.....	\$0.20 each
11 x 17.....	\$0.35 each

Color Xerox copies	
8½ x 11	\$1.00 each
11 x 17	\$3.50 each

Other project related reimbursable expenses, such as but not restricted to, outside consultants, postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Contract and attached General Terms of Agreement acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project. Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.



Joe Bryant, PE, LEED® AP
Division Head, Civil Engineering
Greenville Office

JWB/cr

Accepted By:

Signature and Title Date