



7 Plantersville Road | P.O. Box 700  
Georgetown, South Carolina 29442  
Phone: 843-240-0534

## ADDENDUM #1 TO RFQ #26-02

BID NUMBER #26-02

ISSUE DATE: March 11, 2026

OPENING DATE: April 15, 2026

OPENING TIME: 3:00 pm

PROCUREMENT FOR: Civil Engineering & Landscape Architectural Services

Upland and Wetland Development

Plantersville Cultural Complex (PCC)

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This Addendum will amend RFQ #26-02, Civil Engineering & Landscape Architectural Services. This clarification is being provided to all known and registered correspondents in response to questions received. All addenda and original bid documents are also available online at <https://thevillagegroup.org/rfq-cultural-complex/>

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Question 1: Will the selected firm be directly contracted to The Village Group or through the Waccamaw Regional Council of Governments

Response: Through The Village Group

Question 2 Can a draft agreement that the selected firm would be expected to sign be provided for review during the RFQ process?

Response: Yes, please see attached draft agreement

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(reminder of page is intentionally left blank)



**ADDENDUM ACKNOWLEDGEMENT**

RFQ#2026-02

Civil Engineering & Landscape Architectural Services Upland and Wetland Development

**Mandatory Submittal Form**

To be returned with the final proposal submission to The Village Group

Company Name \_\_\_\_\_

( ) Addendum #1 Received Date \_\_\_\_\_ Initialed By: \_\_\_\_\_

( ) Addendum #2 Received Date \_\_\_\_\_ Initialed By: \_\_\_\_\_

( ) Addendum #3 Received Date \_\_\_\_\_ Initialed By: \_\_\_\_\_

( ) Addendum #4 Received Date \_\_\_\_\_ Initialed By: \_\_\_\_\_



# CONTRACT FOR PROFESSIONAL SERVICES

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STATE OF SOUTH CAROLINA

PROFESSIONAL SERVICES CONTRACT

This Professional Services Agreement (“Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between:

**The Village Group**, a South Carolina nonprofit corporation, with offices located at 7 Plantersville Road, Georgetown, SC 29440 (“TVG”), and \_\_\_\_\_, with offices located at \_\_\_\_\_ (“Provider”).

## 1. GENERAL TERMS

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, related to the subject matter herein. Any amendments must be made in writing and signed by both parties.

Time is of the essence in the performance of services under this Agreement. Provider agrees to perform all services in a timely and professional manner consistent with industry standards in the State of South Carolina.

This Agreement shall be governed by the laws of the State of South Carolina and not subject to arbitration. Any disputes that cannot be resolved informally shall be resolved in the South Carolina Circuit Court located in Georgetown County.

## 2. SCOPE OF SERVICES

Provider shall perform the services described in **Exhibit A (Scope of Services)**, which is incorporated herein by reference. In the event of a conflict between Exhibit A and this Agreement, the terms of this Agreement shall govern.

The term of services shall not exceed two (2) years from the Effective Date unless otherwise agreed in writing. This Agreement may be renewed annually by mutual agreement of the parties for a maximum period of two (2) years.

### **3. COMPENSATION AND PAYMENT**

Compensation for services shall be set forth in **Exhibit B (Payment Terms)**.

Provider shall submit invoices to TVG, and payment will be made within thirty (30) days of receipt and approval. Any services outside the approved scope must be authorized in writing in advance and may be billed separately at agreed-upon rates prior to their performance.

### **4. COMPLIANCE WITH LAWS**

Provider agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to:

#### **Federal Contract Provisions**

- Equal Employment Opportunity (41 CFR Part 60)
- Davis-Bacon Act (if applicable to construction)
- Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- Debarment and Suspension (2 CFR Part 180)
- Byrd Anti-Lobbying Amendment
- Procurement of Recovered Materials
- Build America, Buy America Act (BABA)
- Termination for Cause and Convenience
- Administrative, contractual, and legal remedies provisions
- Uniform Guidance Compliance
- Single Audit Act and Audit Cooperation
- Drug Free Workplace and Affirmative Action
- Remedies for Non-Compliance

#### **General Labor & Employment**

- Civil Rights Act of 1964 (Titles VI & VII)
- Americans with Disabilities Act (ADA)
- Fair Labor Standards Act (FLSA)
- Equal Pay Act
- South Carolina Wage and Workers' Compensation laws

Provider certifies that it is in compliance with all such laws and will remain so throughout the duration of this Agreement.

Provider certifies that it is registered in the System for Award Management (SAM.gov) and that such registration is active at the time of contract execution and shall remain active throughout the duration of this Agreement.

Provider further certifies that it is not suspended, debarred, or otherwise excluded from participation in federally funded contracts pursuant to 2 CFR Part 180 and 2 CFR Part 3000. TVG reserves the right to verify Provider status at any time.

## **5. WARRANTIES AND REPRESENTATIONS**

Provider represents and warrants that:

- It is properly licensed and in good standing in the State of South Carolina
- It has the experience, qualifications, and capacity to perform the services
- It maintains all required insurance, including general liability and workers' compensation
- It will perform services with the degree of skill and care expected of professionals in its field
- Properly withhold from all wages, commissions, salaries, and fees paid by the Provider to third parties or employees, agents, or sub-Providers of the Provider, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation.

TVG represents that it has the authority to enter into this Agreement.

## **6. INDEPENDENT CONTRACTOR STATUS**

Provider is an independent contractor and not an employee, agent, or partner of TVG. Nothing in this Agreement shall be construed to create a joint venture or employment relationship.

## **7. OWNERSHIP OF WORK PRODUCT**

Unless otherwise agreed in writing:

- All intellectual property included but not limited to final deliverables, reports, plans, and materials produced under this Agreement, shall become the property of TVG upon payment.

- The Provider shall not, without the written consent and license from TVG, use such intellectual property for another commercial purpose.
- Provider retains ownership of pre-existing materials, tools, and intellectual property
- Provider may not reuse or distribute work created under this Agreement without written consent from TVG
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## **8. TERMINATION**

### **Termination for Convenience**

TVG may terminate this Agreement for any reason with ninety (90) days written notice. Provider shall be compensated for work completed through the termination date.

### **Termination for Cause**

Either party may terminate this Agreement if the other fails to meet its obligations. TVG reserves the right to complete the work through other means if necessary.

## **9. NON-APPROPRIATION / FUNDING**

In the event that funding is not available or is discontinued, this Agreement may be terminated without penalty, and TVG shall be responsible only for payment for services satisfactorily completed.

## **10. INDEMNIFICATION**

Provider agrees to indemnify and hold harmless TVG, its board members, officers, and agents from any claims, damages, losses, or expenses arising from the Provider's performance of services under this Agreement, including negligence or misconduct.

## **11. INSURANCE**

Provider shall maintain, at a minimum:

- General Liability Insurance
- Workers' Compensation Insurance
- Professional Liability (if applicable)

Proof of insurance must be provided upon request.

## 12. NON-SOLICITATION

Provider agrees not to solicit or hire TVG employees during the term of this Agreement and for a period of one (1) year following termination, unless mutually agreed in writing.

## 13. NOTICES TO PARTIES

All formal notices shall be provided in writing via email or certified mail to the addresses below:

### To TVG:

The Village Group  
7 Plantersville Road  
Georgetown, SC 29440  
Email: Director@thevillagegroup.org

### To Provider:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

## 14. MISCELLANEOUS

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement rights. This Agreement may be executed in counterparts and electronically.

## SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**APPROVED:**

**THE VILLAGE GROUP**

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

Name: Ray C. Funnye

Title: Executive Director

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

**APPROVED:**

**Provider**

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

Title: \_\_\_\_\_

Date \_\_\_\_\_

Draft-3.26.26

## **EXHIBIT A – SCOPE OF SERVICES**

### **A. Civil Engineering Services**

#### Site Grading and Earthwork:

- Detailed grading plans
- Cut-and-fill analysis
- Erosion and sediment control plans
- Drainage design integrated with upland and wetland objectives
- Stormwater management compliant with regulations

#### Infrastructure Planning and Design:

- Utility coordination (water, sewer, electrical, communications)
- Internal access drives and circulation
- Parking areas
- ADA-compliant pedestrian connectivity
- Resilient infrastructure design

#### Regulatory Coordination and Permitting:

- Coordination with agencies
- NEPA support
- Stormwater permitting
- Environmental compliance documentation
- Federal funding compliance

#### Construction Documentation:

- Engineering drawings/specifications
- Bid documents and contract forms
- Technical specifications
- Grant-required forms (including BABA)

#### Cost Estimating:

- Quantity takeoffs
- Opinion of Probable Cost
- BABA considerations

Engineer of Record services

### **B. Landscape Architectural Services**

#### Wetland Restoration:

- Native plant plans
- Habitat enhancement

- Hydrologic support
- Stewardship planning

Public Access Design:

- Boardwalks
- Trails
- Viewing platforms
- Interpretive signage

Integrated Coordination:

- Coordination with engineering
- Regulatory interface
- Integration with consultants

**C. Construction Phase Services**

- Submittal and shop drawing review
- BABA material certification review
- RFI responses
- Change order/pay app review
- Site visits and observation
- Progress meetings
- Field documentation (reports/photos/videos)
- Punch list
- As-built drawings (2 sets)
- Closeout support
- Grant compliance documentation

## **EXHIBIT B – PAYMENT TERMS**

Compensation shall be task-based, not-to-exceed, and compliant with 2 CFR Part 200. Provider shall provide a fee schedule with the proposal.

### **1. Compensation Structure**

Compensation shall be provided on a task order or milestone basis, as authorized in writing by TVG.

### **2. Not-to-Exceed Amount**

Total compensation under this Agreement shall not exceed \$ \_\_\_\_\_ without written amendment.

### **3. Invoicing**

Provider shall submit itemized invoices, including:

- Description of services performed
- Time and labor detail
- Applicable task order reference
- Supporting documentation as required

### **4. Payment Terms**

Payments shall be made on a reimbursement basis within thirty (30) days of approval, subject to grant funding requirements.

### **5. Allowable Costs**

All costs must comply with 2 CFR Part 200 (Uniform Guidance).

### **6. Withholding**

TVG reserves the right to withhold payment for non-compliant or incomplete work.