CITY OF WESTMINSTER, SOUTH CAROLINA

REQUEST FOR QUALIFICATIONS

Indefinite-Delivery Engineering Services
Issue Date: November 18, 2026
Submission Deadline: December 15, 2026 at 2:00 PM
Submission Location: 100 E. Windsor Street, Westminster, Sc 29693

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1. PURPOSE AND INTENT

The City of Westminster, South Carolina, is soliciting Request for Qualifications (RFQ's) from qualified engineering firms interested in providing professional engineering services on an indefinite-delivery basis.

The City intends to establish an agreement with one or more qualified firms to provide engineering services for municipal projects as needs arise. Services will be authorized through individual task orders identifying the specific project, scope of services, schedule, and compensation.

The City anticipates that assignments may include recreation facility planning and design, athletic field development, site engineering, stormwater management, transportation improvements, utility infrastructure, structural engineering, and other municipal engineering projects.

This RFQ is intended to establish a pool of qualified professional engineering resources that the City can access as projects are identified and funding becomes available. The City does not guarantee any minimum amount or volume of work under the resulting agreement.

It is the intent and purpose of the City that this solicitation promotes competition. It shall be the firms responsibility to advise the City, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing and must be received by the City Administrator at least five calendar (5) days prior to proposal receipt date.

Electrical engineering services are expressly excluded from this solicitation.

2. GENERAL SCOPE OF SERVICES

The selected firm(s) may be requested to provide professional engineering services in one or more of the following areas. The actual scope of each assignment will be determined by the City and authorized through a separate task order.

A. Recreation Facilities and Athletic Field Design

The City anticipates a need for engineering services related to the planning, evaluation, design, and development of municipal recreation facilities, parks, and athletic fields. The City may request services for individual athletic fields, multi-field complexes, park improvements, or comprehensive recreation facility development. Services may include, but are not limited to:

- Site evaluations, existing conditions assessments, and feasibility studies.
- Master planning and conceptual site layouts for recreation facilities.
- Design of baseball, softball, soccer, football, and other athletic fields.
- Layout and configuration of playing surfaces, field dimensions, grading, and elevations.
- Site grading, earthwork, drainage, and stormwater management.
- Design of athletic field access, parking areas, internal drives, pedestrian circulation, and related site improvements.
- Design of dugouts, backstops, fencing, retaining walls, and other associated site structures.
- Design coordination for irrigation systems and field drainage.
- Design of sidewalks, trails, accessible routes, and other pedestrian amenities.
- Evaluation of existing recreation facilities and recommendations for improvements or expansion.
- Preparation of construction plans, technical specifications, and cost estimates.
- Permitting and coordination with applicable regulatory agencies.
- Assistance with bidding, contractor questions, and construction administration.
- Construction observation, inspections, and project closeout services.

B. Civil and Site Engineering

- Site development and redevelopment plans.
- Topographic and existing conditions evaluations.
- Site grading, drainage, and erosion control.
- Stormwater management design and permitting.
- Parking, roadway, access, and circulation improvements.
- Sidewalks, trails, and pedestrian infrastructure.
- Retaining walls and other civil site improvements.
- Land disturbance permitting and regulatory coordination.
- Construction plans, specifications, and cost estimates.

C. Water and Sewer Engineering

- Water distribution system planning, evaluation, and design.
- Water line extensions, replacements, and improvements.
- Sewer collection system planning, evaluation, and design.

- Gravity sewer and force main design.
- Pump station evaluations and design.
- Utility system capacity evaluations.
- Hydraulic modeling and system analysis.
- Utility master planning and capital improvement recommendations.
- Preparation of plans, specifications, and cost estimates.
- Assistance with permitting and regulatory coordination.

D. Stormwater and Drainage Engineering

- Drainage studies and stormwater assessments.
- Stormwater management system design.
- Flood mitigation and drainage improvement projects.
- Detention and retention facility design.
- Stream crossing and culvert evaluations.
- Erosion prevention and sediment control plans.
- Floodplain and drainage-related permitting assistance.

E. Transportation and Infrastructure Engineering

- Municipal street and roadway improvements.
- Roadway rehabilitation and reconstruction.
- Intersection and traffic circulation improvements.
- Sidewalk and pedestrian infrastructure.
- Parking and access improvements.
- Traffic studies and transportation evaluations.
- Coordination with SCDOT and other applicable agencies.

F. Structural Engineering

- Structural evaluations of existing municipal facilities.
- Structural design for buildings, shelters, pavilions, retaining walls, and other public facilities.
- Structural components associated with recreation facilities and athletic field improvements.
- Preparation of structural plans, specifications, and calculations.
- Structural inspections and recommendations for repair or replacement.

G. Geotechnical and Related Engineering Services

- Geotechnical investigations and recommendations.
- Soil evaluations and subsurface investigations.
- Foundation recommendations.
- Pavement evaluations and design recommendations.
- Materials testing coordination and review.

- Construction-related geotechnical consultation.

H. Planning, Assessment, and Capital Improvement Support

- Preliminary engineering reports and feasibility studies.
- Infrastructure condition assessments.
- Engineering evaluations and alternatives analysis.
- Preliminary project budgets and cost estimates.
- Capital improvement planning and prioritization.
- Grant application technical assistance and supporting documentation.
- Review of proposed development plans and technical submissions, when requested by the City.
- Other engineering services reasonably related to municipal facilities and infrastructure.

The City may request additional professional services related to the above disciplines when appropriate to a particular assignment. Specialized services not performed directly by the selected firm may be provided through qualified subconsultants, subject to City approval.

Electrical engineering is not included in this RFQ and shall not be included as a proposed service under the resulting agreement.

3. TASK ORDER AND SERVICE DELIVERY PROCESS

The City anticipates utilizing an indefinite-delivery approach under which individual assignments will be authorized as projects and needs are identified.

The general process is expected to be as follows:

1. The City identifies a project or engineering need.
2. The City requests a proposed scope of services from the selected firm.
3. The firm submits a task order proposal identifying the project approach, deliverables, schedule, staffing, and proposed compensation.
4. The City reviews and negotiates the proposed scope, schedule, and fee.
5. The City issues written authorization to proceed.
6. The firm performs the authorized services and provides the agreed-upon deliverables.

No work shall begin without written authorization from the City. The City reserves the right to assign work to any selected firm based on the nature of the project, qualifications, availability, expertise, prior performance, and the City's best interests. The City also reserves the right to obtain engineering services from other firms when deemed appropriate.

4. TERM OF AGREEMENT

The anticipated initial term of the agreement will be three (3) years, with the option for the City to extend the agreement for up to two (2) additional one-year periods. The agreement will not guarantee any minimum amount of work, compensation, or number of assignments. The City

reserves the right to terminate the agreement in accordance with the terms established in the final contract. The Contract for Professional Services is included as **Exhibit A.**

5. MINIMUM QUALIFICATIONS

Firms may submit qualifications individually or as a team with identified subconsultants. Firms submitting qualifications should demonstrate:

- Current authorization to provide professional engineering services in the State of South Carolina.
- Registration and licensure of applicable professional engineers in South Carolina.
- Experience providing engineering services to municipalities, counties, public agencies, or similar governmental entities.
- Demonstrated experience with civil/site engineering and public infrastructure projects.
- Experience with recreation facilities, athletic fields, parks, or similar projects is strongly preferred.
- Ability to provide services across multiple engineering disciplines or coordinate qualified subconsultants.
- Adequate staffing and resources to respond to assignments within reasonable timeframes.
- Professional liability and other insurance coverage appropriate for the services provided.

6. STATEMENT OF QUALIFICATIONS REQUIREMENTS

Interested firms should submit a Statement of Qualifications containing the following information:

A. Firm Information

- Legal name and business address.
- Primary contact information.
- Year established and organizational structure.
- Office location(s) providing services to the City.
- Description of the firm's primary areas of practice.

B. Professional Qualifications and Experience

- Overview of the firm's engineering capabilities.
- Identification of applicable engineering disciplines.
- Description of experience providing services to municipalities and public agencies.
- Experience with recreation facilities, athletic fields, parks, and related site development.
- Experience with water, sewer, stormwater, transportation, and other municipal infrastructure projects.
- Identification of any proposed subconsultants and their respective roles.

C. Proposed Project Team

- Names and qualifications of key personnel.
- Professional licenses and certifications.
- Relevant experience of individuals expected to work on City assignments.
- Identification of the proposed project manager and primary point of contact.
- Availability and anticipated response time for assignments.

D. Relevant Project Experience

Firms are encouraged to include examples of recreation field design, athletic complexes, park improvements, municipal infrastructure, and other relevant projects. Provide descriptions of at least five (5) comparable projects completed or substantially completed within the past five (5) years. For each project, include:

- Project name and location.
- Client and reference contact information.
- General description and scope of services.
- Construction cost, if available.
- Services performed by the firm.
- Completion date or current status.
- Identification of key personnel involved.

E. Service Delivery Approach

Describe the firm's approach to providing indefinite-delivery engineering services, including:

- Ability to respond to short-term and time-sensitive assignments.
- Approach to developing scopes, schedules, and cost estimates.
- Project management and quality control procedures.
- Coordination with City staff, contractors, regulatory agencies, and other consultants.
- Ability to manage multiple assignments simultaneously.
- Approach to maintaining continuity of service across individual task orders.

F. References

Provide at least three (3) references from municipal or public-sector clients for whom the firm has provided comparable services within the past five (5) years. Include the client's name, contact person, telephone number, email address, and a brief description of the work performed.

G. Additional Information

Provide any other information the firm believes demonstrates its qualifications, capabilities, and ability to provide responsive and reliable engineering services to the City. Selected firm(s) will be required to submit a draft contractual agreement should they be selected to work with the City.

7. SELECTION AND EVALUATION

The City intends to evaluate Statements of Qualifications based on demonstrated qualifications, experience, and ability to provide the requested services.

The anticipated evaluation criteria are:

Evaluation Criteria	Weight
Relevant firm experience and qualifications	25%
Experience with municipal and public-sector projects	20%
Recreation facility and athletic field design experience	20%
Qualifications and experience of proposed project team	15%

Ability to provide responsive, timely, and reliable services	10%
References and demonstrated past performance	10%
Total	**100%**

The City may conduct interviews, request additional information, contact references, and seek clarification of submitted qualifications. The City reserves the right to select one or more firms based on the City's anticipated needs and the qualifications demonstrated by the respondents. Selection under this RFQ does not constitute a guarantee of work or an exclusive commitment by the City.

8. COMPENSATION AND FEES

Firms are not required to submit a comprehensive fee proposal with their initial Statement of Qualifications. Compensation will be negotiated on a project-by-project basis through individual task orders. Each task order proposal shall identify:

- Scope of services and specific deliverables.
- Proposed project schedule and milestones.
- Personnel assigned and anticipated level of effort.
- Proposed fee, including labor, reimbursable expenses, and subconsultant costs.
- Any assumptions, exclusions, or anticipated additional services.

The City reserves the right to negotiate fees and scopes of services to ensure that proposed compensation is reasonable and appropriate for each assignment.

9. SUBMISSION INSTRUCTIONS

Statements of Qualifications must be received no later than: **December 15, 2026 at 2:00 PM**
Submissions shall be delivered to:
City of Westminster
Attn: City Administrator
100 East Windsor Street
Westminster, South Carolina 29693

Firms should submit (3) three printed copies and/or one electronic PDF copy, as specified by the City. Late submissions will not be considered.

Questions regarding this RFQ should be submitted in writing to the City Administrator at info@westminstersc.org no later than **December 9, 2026 at 10:00 AM.** Responses or clarifications deemed necessary by the City will be provided to interested firms.

Firms must clearly mark as "Confidential" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or its agents for its determination in this regard.

The Firm shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).

The Firm shall include on the proposal the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS numbers, the Social Security Number of the individual issuing the proposal).

The Firm shall include all applicable requested information and is encouraged to include any additional information the Firm wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFQ, the Firm shall include this information as a separate appendix to the proposal.

Any Firms and/or their subcontractors shall obtain and maintain a City of Westminster Business License for the duration of the contract period.

A person duly authorized to legally bind the Firm shall execute all required documents in ink.

10. GENERAL CONDITIONS

The City reserves the right to:

- Reject any or all Statements of Qualifications.
- Waive informalities or irregularities in submissions.
- Request additional information or clarification from any respondent.
- Conduct interviews with firms under consideration.
- Select one or more firms for the resulting agreement.
- Negotiate the terms, conditions, and scope of the final agreement.
- Modify or cancel this solicitation when determined to be in the City's best interest.
- Obtain services from other qualified firms when appropriate.

All costs associated with preparing and submitting a Statement of Qualifications shall be the responsibility of the respondent. The selected firm(s) shall comply with all applicable federal, state, and local laws, regulations, licensing requirements, and professional standards. The selected firm(s) shall maintain appropriate professional liability, general liability, automobile, and workers' compensation insurance as required by the City.

The resulting agreement shall be subject to review and approval by the City and execution by authorized representatives.

11. EQUAL OPPORTUNITY AND NONDISCRIMINATION

The City of Westminster is committed to equal opportunity in its procurement activities. Qualified firms will be considered without discrimination based on race, color, religion, sex, national origin, age, disability, or any other status protected by applicable law.

12. DISCLAIMER

This RFQ is intended to identify qualified firms for the provision of professional engineering services on an as-needed basis. It is not a request for a proposal for one specific project, nor does it obligate the City to award a contract or authorize any particular amount of work.

The City anticipates that individual projects will be developed and authorized as funding, priorities, and municipal needs dictate.

Execution of Agreement.
The Successful Proposer shall sign and deliver the Contract for Professional Services (the "Contract") **Exhibit A** and such other required Contract Documents to the City within ten (I 0) Calendar Days after the Notice of Award has been received by the Proposer.

Delivery of Certificates of Insurance.
When the Successful Proposer delivers the executed Agreement to the City, the Successful Proposer shall also deliver to the City such Certificates of Insurance as may be required.

CITY OF WESTMINSTER, SOUTH CAROLINA

Kevin Bronson
City Administrator

November 18, 2026

Exhibit A

CONTRACT FOR PROFESSIONAL SERVICES

Professional Engineering On-Call Services

Between the City of Westminster, a political subdivision of the State of South Carolina, whose Administrative Office is at 101 S. Main Street, Anderson, South Carolina ("City"); and _____ a professional service provider to City, whose offices are located at _____in the State of _____("Provider'').

This Contract for Professional Services ("Contract") is dated _____, 20___ and shall have an Effective Date of the ____day of _____ 20__ (the "Effective Date") and will be in effect for three years with options to renew for two additional years at one year period.

1. GENERAL TERMS OF CONTRACT:

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by Provider of the services described in this Contract is of the essence and shall commence on the Effective Date of this Contract and any addendums issued. Failure to perform timely, except for cause occasioned by Act of God or civil emergency, shall permit City to declare this Contract voided and of no further effect.

1.3. Arbitration: This Contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any litigation arising out of, or in any way related to, this Contract shall take place in the South Carolina Circuit Court in Oconee, South Carolina.

1.5. Choice of Law: This Contract is subject to and governed by South Carolina law.

1.6. Contract Documents, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. The Scope of Services described in this Contract as Exhibit A, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of City and Provider. Forbearance by either party from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle the other party to rely upon such forbearance in the event of another similar breach by the other party of the terms of this Contract. Any

variance to the terms of this Contract shall be attached as an Exhibit hereto and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.7. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, Provider shall in its status as employer comply with the provisions of:

1.7.1. Title VII of the Civil Rights Act of 1964;
1.7.2. Age Discrimination in Employment Act of 1967;
1.7.3. Title I of the Americans with Disabilities Act of 1990;
1.7.4. Equal Pay Act of 1963;
1.7.5. Fair Labor Standards Act of2004;
1.7.6. Immigration Reform and Control Act of 1986;
1.7.7. South Carolina Wages Act, S.C. Code§ 37-10-10 et seq.;
1.7.8. South Carolina Worker's Compensation Act, S.C. Code§ 42-1-10 et seq.; and
1.7.9. Unauthorized Aliens in Public Employment, S.C. Code§ 8-14-10 et seq.
1.7.10 . Federal and State Drug Free Workplace laws and regulations including, but not limited to, Chapter 107 of Title 44 of the South Carolina Code of Laws and41 U.S.C. § 702:

1.8. By entering into this Contract, Provider affirmatively warrants that Provider to the best of its knowledge, information, and belief, is currently in compliance with such laws, and further warrants that during the term of this Contract, Provider shall to the best of its knowledge, information, and belief, remain in compliance therewith. Upon request, Provider shall provide written proof to the City of Provider's compliance with such laws.

1.9. If any term or provision of any contract resulting from this solicitation shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

1.10. This Contract may not be assigned without the prior written consent of the City.

2. SCOPE OF SERVICES:

2.1. Provider shall perform those tasks set forth on Exhibit A hereto, which is incorporated herein by reference, within the time limits set forth therein, subject to the provisions of paragraphs 1.2. and 2.2. of this Contract. If any term of the Scope of Services set forth on Exhibit A shall conflict with the terms of this Contract, then such term as set forth on Exhibit A shall not bind City. Provider shall not perform any work outside the Scope of Services set forth on Exhibit A without the prior written approval of the City.

2.2. All services to be performed by the Provider under this Contract shall be performed within the lesser of: (a) the time to complete showed in the Scope of Work; or (b) the termination of this Contract pursuant to Paragraph 6 below.

3. PAYMENT FOR SERVICES:

3.1. The costs of services are set forth in Exhibit B (Each Project Cost to be negotiated) of this Contract. Provider will bill City upon the completion and acceptance by the City of the performance thereof. Invoices to City for services provided by Provider will be paid within thirty (30) days. Invoices in respect of necessary services rendered by Provider after notice of termination as set forth herein shall be fully payable by City as if this Contract continued in full force and effect.

4. WARRANTIES OF PROVIDER AND CITY:

4.1. City warrants that:

4.1.1 City has the lawful authority required under State law and City's Ordinances to enter into and perform this Contract.

4.2. Provider warrants that Provider has:

4.2.1. All necessary licenses and consents required for Provider to enter into and fully perform the Scope of Services set forth on Exhibit A (as well as any additional work authorized in writing by the City), and is in good standing in the State of South Carolina;

4.2.2. All required insurances, including Workmen's Compensation Insurance, General Liability Insurance against losses and damages arising from negligent acts, errors or omissions of Provider, to indemnify City in the performance of this Contract by Provider.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

4.3.1. Perform all tasks required under the Scope of Services with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar circumstances.

4.3.2 Provide and any/all of its subcontractors engaged in the scope of work shall maintain in good standing a City of Westminster Business License.

4.3.2. INSURANCE REQUIREMENTS

The Provider shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the City by the Provider, his agents, representatives, employees or subcontractors, with limits of liability as described below. Certificate(s) of Insurance shall

be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Provider and such coverage shall be maintained by the Provider for the duration of the contract period for occurrence policies. All required coverage shall be maintained on an occurrence basis except for professional liability insurance. For claims-made or claims-made and reported policies, Provider shall maintain such coverage for the duration of the contract period and for five (5) years following the termination of the contract period. The Provider agrees to notify the City in writing within ten (10) days of the effective date of a material change in the policy limits, deductible or terms of coverage provided by the insurance required by this Agreement.

4.3.2.1 Commercial General Liability:

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.
Minimum Limits:

- Commercial General Liability - Per Occurrence limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate.
- Each Occurrence $1,000,000
- Medical Expense (per person) $5,000
- Personal & Advertising Injury $1,000,000
- General Aggregate $2,000,000
- Products-Completed Operations Aggregate $2,000,000

Additional Insured – Company agrees to endorse the City as an Additional Insured on the Commercial General Liability.

4.3.2.2 Business Commercial Automobile Liability:
Coverage sufficient to cover all vehicles owned, used, or hired by the Provider, his agents, representatives, employees or subcontractors.
Minimum Limits:

- $1,000,000 Combined Single Limit
- $1,000,000 Each Occurrence Limit
- $5,000 Medical Expense Limit

4.3.2.3 Workers' Compensation:

Limits as required by the Workers' Compensation Act of South Carolina, to include state's endorsement for businesses outside of South Carolina. Employer's Liability, $1,000,000.

4.3.2.4 Professional Liability

Minimum limits are $5,000,000 per claim.

4.3.2.5 Contractors Pollution Legal Liability: Minimum limits are $5,000,000 per claim

4.3.2.6 Network Security Liability: Minimum limits are $5,000,000 per claim

4.3.2.7 Insurance Coverage Provisions:

i) All deductibles or self-insured retention shall appear on the certificate(s).

ii) City, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

iii) With the exception of professional liability coverage, the Provider's insurance shall be primary over any applicable insurance or self- insurance maintained by the City.

iv) The insurer shall provide 30 days written notice to the City in the event of cancellation/non-renewal (except for nonpayment of the premium).

v) Provider shall require that its sub-consultants have and maintain insurance coverage meeting all of the requirements stated herein and shall obtain and provide proof of such insurance to the City.

vi) All deductibles or self-insured retention shall appear on the certificate(s).

vii) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its officers/officials, agents, employees and volunteers.

viii) The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

ix) The Provider shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

x) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII.

4.4. Provider further warrants to:

4.4.1. Properly withhold from all wages, commissions, salaries, and fees paid by Provider to third parties or employees, agents, or sub-contractors of Provider, all amounts required by State of Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation.

4.4.2. Ensure to the best of its knowledge, information and belief, any third party, employee, agent, or sub-contractor of Provider shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, as well as all other state and federal laws referenced above in Section I.7. so far as concerns this Contract.

4.4.3. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 et seq., or the Federal Freedom of Information Act, 5 U.S.C. § 552.

5. OWNERSHIP OF PROJECT MATTER: Unless otherwise agreed in writing between City and Provider, and approved by City's attorney:

5.1. All plans, reports, surveys, and other professional work product of Provider concerning this Contract (but not internal working files, drafts, and memoranda) shall become the property of City at the completion of the Contract and payment in full for services rendered or upon termination of this Contract. In the event the Contract is terminated early pursuant to Paragraph 6, all plans, reports, surveys, and other professional work product of Provider concerning this Contract (but not internal working files, drafts and memoranda) in existence as of the time of early termination shall become the property of the City. Any re-use of such information beyond the specific scope of this Contract shall be at the sole risk of the City with no liability or legal exposure to Provider. Prior to any such re-use City shall remove and obliterate all identification of Provider from the professional work products.

5.2. All materials supplied or loaned by City to Provider during the term of this Contract shall remain the property of City.

5.3. City shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work (collectively referred to hereinafter as "pre-existing work") existing prior to the date that such pre-existing work is required by Provider in providing the services subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

(a) This Contract may be terminated by the City upon thirty (30) days advance written notice to the Provider; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval of the City until said work or services are completed and accepted.

i. Termination for Convenience. In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable

termination costs, if applicable. In the event that this contract is terminated or canceled upon request and for the convenience of the City, with the required thirty (30) days advance written notice, the City shall pay the Provider for all services rendered through the date of termination without further liability or obligation to the Provider.

ii. Termination for Cause. Termination by the City for cause, default or negligence on the part of the Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(b) When funds are not appropriated or otherwise made available to support performance of this Contract, the City may terminate the Contract, in whole or in part, without further liability or obligation to the Provider.

(c) Provider may terminate this Contract for cause or convenience upon thirty (30) days advance written notice to the City. In the event Provider exercises its right to terminate this Contract, Provider will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow City to procure another provider. The City shall pay the Provider for all services rendered through the date of termination without further liability or obligation to the Provider.

7. INDEPENDENT CONTRACTOR STATUS: Provider shall not, by entering into this Contract, become a servant, agent, or employee of City, but shall remain at all times an independent contractor to City. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Provider and City, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICE TO PARTIES: All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

8.1. To City:

Kevin Bronson, City Administrator
100 E. Windsor Street
PO Box 399
Westminster, SC 29693

8.2. To Provider:

_____

_____

_____

_____

8.3 Form of Notice: All notices required or permitted under this Contract shall be effective:

8.3.1. On the third (3'd) business day after mailing by depositing the notice in the United States Mail, first-class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first-class mail as set forth above.

9. INDEMNIFICATION: Provider shall indemnify and hold harmless the City, its employees, council members, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, reasonable attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Provider or anyone acting under its direction or control or in its behalf to the extent arising from the negligent performance of professional services under this Contract, and directly or indirectly caused, in whole or in part, by negligent acts or omissions of Provider or an agent of the Provider or an employee of anyone of them, regardless of the negligence of the City or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability is proximately caused by or resulting from the sole negligence or willful misconduct of the City. The City and the Provider agree that in the event a dispute between the City and the Provider arises out of, or in connection with, the enforcement or attempt to enforce the indemnity provision above such dispute shall be mediated as a condition precedent to filing suit; the parties expressly agree and acknowledge that a final resolution to the underlying legal action which triggers the indemnity dispute is not a condition precedent to mediation.

10. THIRD PARTY BENEFICIARY: In the event Provider engages any subcontractor or sub-subcontractor, the City shall be a third-party beneficiary of all agreements between Provider and those subcontractors and/or sub-subcontractors.

11. RETENTION OF DOCUMENTATION: Provider shall maintain all documentation reflecting the time and costs involved with the services provided under this Contract for a period of ten (10) years following the date of completion of the scope of work. These documents shall be made available to the City for review and audit upon the City's written request for same.

IN WITNESS WHEREOF, the parties have executed this Contract on the Effective Date first above written.

Provider: By: _____

Date: _____

Witness: _____

City: By: _____

Date: _____

Witness: _____