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EXECUTIVE DIRECTOR

Protest Dismissal

Matter of: Comprehensive Business Consultants, LLC

File No.: 2025-131

Posting Date: July 29, 2025

Contracting Entity: South Carolina Department of Transportation

Project ID No.: P027507

Description: Small Business Program I-526 Lowcountry Corridor West

DIGEST

The Chief Procurement Officer (CPO) dismisses as moot the protest of Comprehensive Business Consultants, LLC (CBC) protesting the award a contract to BB Foster Consulting for small business program service on the I-526 Lowcountry Corridor West project, where procurement of the Small Business Program contract has been cancelled. CBC's protest is attached as Exhibit A.¹ The South Carolina Department of Transportation's (Department) first response to the protest is attached as Exhibit B. The notice of cancellation is attached as Exhibit C.

¹ The CPO has added Bates Stamp numbers to the bottom of each page of this forty-seven-page document for reference.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review per S.C. Code Ann. § 11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND/DISCUSSION

On August 29, 2024, Stantec Consulting, Inc. (Stantec) “as directed by SCDOT” issued a solicitation for a “qualified vendor to provide small business programming, pre-employment training, supplier diversity & leadership training ... for this project.” [Exhibit A, pp. 031 and 033 and Exhibit D] On October 17, 2024, CBC submitted a proposal to Stantec. [Exhibit A, p. 002] On December 12, 2024, Stantec notified CBC that it was not selected. [Id. p. 016] On an unspecified date subsequent to this notice, CBC learned during a debriefing that its proposal was determined to be nonresponsive. [Id. p. 003] On or about February 11, 2025, CBC learned the identity of the selected vendor via response to a Freedom of Information Act request. [Id. pp. 1 and 20] On March 19, 2025, CBC filed this protest.²

The Department responded to the protest and asserted that its contract with Stantec was exempt from the Procurement Code under Section 11-35-710(A)(1). [Exhibit B] Moreover, the Department stated that per this contract, Stantec was to provide the small business program services at issue in CBC’s protest, and the award or intended award of a contract CBC was protesting was the award or intended award of a subcontract by a contractor.

The CPO subsequently asked the Department a couple of questions regarding the scope of the exemption the Department was claiming. The Department’s response included a copy of a notice from Stantec that it was cancelling the solicitation for the small business program contract. Therefore, the CPO finds that CBC’s protest moot.³


² In addition to being moot, CBC’s protest is untimely.

³ The fact that CBC’s protest is moot does not mean that the CPO agrees with the Department that the small business program services in question are exempt from the Procurement Code per Section 11-35-710(A)(1). Based on everything he has seen, the CPO questions DOT’s application of the Section 11-35-710(A)(1) exemption in this case.

Protest Decision, page 3
Case No. 2025-131
July 29, 2025

DECISION

For the reason stated above, the CPO dismisses CBC's protest as moot.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C CBCs, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.



1805 Clemson Rd. No. 290433
Columbia, SC 29229

Tel: 803.733.1607
Fax: 803.733.1606

March 19, 2025

VIA Email: protest-mmo@mmo.state.sc.us

Mr. John White
Chief Procurement Officer
Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

**Subject: Protest of Award - I-526 Country Corridor West – Small Business Program
Solicitation Number (None Assigned)**

Dear Chief Procurement Officer:

This letter serves as a formal protest regarding the award of the I-526 Country Corridor West – Small Business Program (the Project) to BBFoster Consulting PC under the South Carolina Consolidated Procurement Code. We, Comprehensive Business Consultants, LLC (CBC) discovered this award during a recent review of the Project documents provided by the South Carolina Department of Transportation (SCDOT) in response to our Freedom of Information Act (FOIA) Request. We noted that neither the Intent to Award nor the Award Notice date was posted. Additionally, CBC submitted a proposal for the Project solicitation.

I. THE SOLICATION:

Stantec Consulting, Inc. is acting as an agent for the South Carolina Department of Transportation (SCDOT) and issued a solicitation/Request For Proposal (RFP), (Exhibit A), for the I-526 Country Corridor West – Small Business Program in the SCBO Online Edition on August 29, 2024. SCDOT is designated as the Purchasing Agent/Entity in the SCBO. Three addenda were issued for this solicitation: Addendum No. 1, dated September 27, 2024; Addendum No. 2, dated October 4, 2024; and Addendum No. 3, dated October 11, 2024.

The solicitation was for:

1. Development of a Small Business Development Program: Training classes for a small business startup.
2. Pre-employment Training: Obtaining a diverse workforce and coordinating workforce recruitment, internships, and training opportunities to attract and train a diverse pool of employees to meet future workforce goals.
3. Diverse Supplier Outreach and Engagement Plan: Develop programming to identify and engage local Small Business Enterprises (SBE) and Disadvantaged Business Enterprises (DBE)—opportunities to embed diversity into the supply chain during the Project. The due date/time for proposal submission is listed as, October 17, 2024, at 4 PM.

The Request For Proposal (RFP) stated the following factors will be considered by the committee in ranking the responding firms:

1. Understanding of the work to be done
2. Experience with similar kinds of projects and/or work
3. Quality of staff for work to be done
4. Familiarity with Federal and State requirements
5. Organization and financial responsibility
6. Logistics and familiarity with the project area

II. REASONS FOR THE PROTEST:

- A. The Evaluation and Scoring were conducted improperly.
- B. The evaluation criteria outlined in the RFP identified to be used in evaluating proposals was modified without public notice.
- C. The Agent Representative (Stantec) granted CBC an extension for the proposal submission deadline for a valid reason but then revoked the extension without notifying anyone.
- D. Biased and inaccurate information stated by one Evaluation Committee Member influenced the other members to unanimously vote "No Go" for CBC to advance to the next phase of the procurement process, without verifying the accuracy of that information.
- E. The Evaluation Committee provided inconsistent information regarding the scoring of the proposals.
- F. The Evaluation Committee violated the RFP by failing to evaluate CBC's proposal.
- G. Stantec invited CBC to participate in the Debriefing Meeting but did not provide an assessment of the committee's evaluation of their proposal in relation to the evaluation criteria. They also failed to explain the basis for the non-award decision. Instead, the only information shared during the meeting was that CBC's proposal was deemed non-responsive, something they had been aware of more than seventy-six (76) days prior.
- H. We submitted our proposal on October 17, 2024, at 12:41 PM to the project email address I-526LCCWEST_SBP@Stantec.com. Our proposal met all the requirements specified in the solicitation and effectively showcased our capabilities and experience in developing a Small Business Development Program, Pre-employment Training, and a Diverse Supplier Outreach and Engagement Plan.

III. THE ISSUES:

ISSUE 1

The evaluation of proposals and the management of the solicitation were based on factors that were not explicitly stated in the solicitation or aligned with the South Carolina Code of Laws, Federal Procurement Regulations, or any other recognized procurement process.

Proposal Submission:

- a) On October 17, 2024, at 12:41 PM, CBC submitted their proposal along with all attachments to the designated project email address (I-526LCCWEST_SBP@stantec.com). Later that day, CBC discovered a "Failure to Deliver Report" (Att. 1) in the junk folder, which indicated that the proposal had not been received. CBC made multiple attempts to resend the proposal from various CBC and non-CBC email addresses. The Stantec representative was informed of the issue as soon as it was identified (Att. 1a). Additionally, notifications were received indicating that the follow-up emails were also blocked (Att. 2).
- b) A representative from Stantec granted CBC an extension to resubmit their proposal beyond the original due date of October 17, 2024, at 4 PM (Att. 3), based on proof that CBC's initial proposal had been submitted on time but was blocked.

Notification of Non-Responsive

- c) Approximately seventy-six (76) days after submittal of the proposal Stantec informed CBC that their proposal was deemed "Non-Responsive" during the debriefing meeting.
 - ◆ CBC did not receive verbal or written notification regarding this non-responsiveness before the debriefing meeting.
 - ◆ Stantec claimed that the proposal was not received by the solicitation's due date, that the cost form was incomplete, and that the proposal was not evaluated.
 - ◆ CBC communicated that the proposal was submitted before the deadline but the submission was blocked. Therefore, the Stantec Representative granted an extension to resubmit the proposal.

FOIA Requests

- d) FOIA requests submitted to Stantec (Att. 4a,b,c,e,f) were denied. Stantec stated, "In South Carolina, private companies that receive public money are not required to provide information under the Freedom of Information Act" (Att. 5). Additionally, the request to reverse the non-responsive determination regarding the CBC proposal went unanswered (Att.6).
- e) Stantec's notification of non-selection did not specify the name of the successful firm(s) (Att. 7). FOIA requests submitted to Stantec to identify the name of the successful firm, as well as to obtain documents related to the project during the pre-proposal period, sent via email and certified mail (Att. 4), were rejected. Stantec reiterated that they are not required to comply with FOIA requests as a private firm (Att. 5).
- f) On February 21, 2025, the FOIA Request was granted by SCDOT.

Evaluation of Proposals:

- g) In response to CBC's FOIA request for score sheets and composite sheets for the project (Att. 8), Kit Scott, SCDOT Low Country Project Director and a member of the Evaluation Committee, stated in a memo dated February 11, 2024, "**No score sheets or composite sheets were utilized in the evaluation of proposals**" (Att. 9).
- h) CBC requested a clarification or description of how scores were derived by each evaluator if composite sheets and score sheets were not utilized in the FOIA Request dated March 4, 2025,(Att. 10). The Evaluation Committee response was opposite from the original reply, as follows: (see Att. 11). ***"The evaluation committee conducted both individual and collective reviews of each proposal submission. The committee decided to eliminate proposals from the ranking process outlined in the "Selection Procedure" section of the RFP that (a) did not meet the "Submission Requirements," (b) did not have a clear approach, or (c) were partial and/or late submissions."***
- i) CBC meets the submission requirements of the RFP. Considering the Evaluation Committee deemed the CBC proposal as non-responsive the Approach section of our proposal was probably not examined. CBC's proposal was submitted timely but all emails to the Project email address were blocked. The Evaluation Committee decision not to evaluate CBC's proposal violated the RFP.

ISSUE 2

The evaluation criteria specified in the solicitation are inconsistent with those used by the Evaluation Committee Members and were not made public. The categories utilized by the Committee were modified, providing an advantage to proposers located in Charleston and a disadvantage to those not located in Charleston. Further, the pre-proposal conference was not mandatory. Therefore, a few minutes late arrival or no attendance at all should not be used in the evaluation process.

ISSUE 2 - Continued

Two Different Evaluation Criteria

Below are the criteria specified in the RFP, page 5, and the modified criteria listed in Section 1, Category of the Evaluation Committee Review.

RFP -Evaluation Category		Evaluation Committee Review Evaluation Category
EVALUATION CATEGORY	PERFORMANCE EXPECTATIONS	<div> <i>Evaluation Committee Review</i> 1.0 EVALUATION CATEGORY • Key Discriminators - Local Presence - Utilizing Local DBE vendors to support - Resources - Experience - Cost </div>
Competency	Experience Clientele Key Personnel	
Capacity	Availability Resources	
Cost & Finance	Price Financial Reputation	
Communication	Proposal Reporting Availability	
Culture & Corporate Responsibility	Values Ethical/Legal Standards	

Issue 3

Comments from Greg Davis, SCDOT Director of Minority & Small Business Affairs and a member of the Evaluation Committee, regarding CBC's past performance with SCDOT, are unequivocally inaccurate, biased, prejudiced, and negative. These comments have defamed CBC and its owner. The evaluation of CBC's proposal relied on factors not specified in the solicitation and did not adhere to the South Carolina Code of Laws, Federal Procurement Regulations, or any recognized procurement standards.

Evaluation Committee Member's Inaccurate, Biased Comments

On Page 5, Evaluation Committee Review (Att. 8) for the Project, Greg Davis stated:

- *"Documentation received incomplete and late*
 - *Arrived at the proposal conference late*
 - *SCDOT not surprised with late response/Familiar with the consultant and lack of attentiveness and ability to meet schedule*
 - *Agreed disqualification for incomplete and late submission"*
- a) The members of the Evaluation Committee relied on inaccurate information that did not align with the evaluation criteria specified in the RFP. Consequently, the committee concluded that CBC would receive a "No Go" status and would not advance to the next phase of the evaluation process, as noted in Attachment 8.
 - b) CBC submitted a follow-up FOIA Request to SCDOT on March 4, 2025 (Att. 10). Request included proof of statements and claims regarding CBC's non-satisfactory performance. *However, no information was provided to support inaccurate claims made by Greg Davis.* The biased and incorrect information regarding CBC's history led the Evaluation Committee to conclude that CBC should not advance to the next step in the evaluation process.

- c) Greg Davis has previously exhibited unethical behavior towards CBC on two separate projects. Following the departure of Anthony Cromartie, the former SCDOT Director of Business Development and Supportive Services, CBC briefly supported Greg on the Design-Build Supportive Services Project (DBSSP) and the Business Development Program. Greg took projects that had been assigned to CBC without prior notice or justification and reassigned them to another firm, Foresight Communications, which had also been selected to provide an equal number of services for the DBSSP (Att. 12). For additional concerns related to the Business Development Program Project, refer to Att. 13. Foresight Communications is a subconsultant to Stantec to provide support for the I-526 Country Corridor West – Small Business Program and other projects.
- d) CBC has never been cited for unsatisfactory services, penalized for non-compliance, or received a show cause or cure notice during its existence. Since 2005, all services provided to SCDOT and other clients have received exceptional and satisfactory evaluations. For additional context, please refer to selected evaluations and references relevant to similar services related to the subject project from Anthony Cromartie (former SCDOT Director of Business Development & Supportive Services), Judge Benjamin Byrd (former SCDOT Director of DBE Program Development), and Danny Shealy (former SCDOT Director of Construction), (Att. 14a-c).

IV. CONCLUSION and REQUESTS:

Stantec and the Evaluation Committee's failure to follow the requirements and procedures set forth in the RFP and under the South Carolina procurement law led to a result that was erroneous, arbitrary, capricious, and contrary to the purposes of fair competition. For the reasons described in this protest, CBC requests the following:

- Request 1.** Rescind the award to BBFoster Consulting PC and resolicit the opportunity.
- Request 2.** Stop any work being done towards implementation of the Project.
- Request 3.** Provide a written statement from Greg Davis retracting false unfounded and bias statements of CBC's past performances, its Owner, that includes verbiage to never reference such bias untruths again.
- Request 4** Modify the RFP similar or equal to prior solicitations developed by SCDOT, South Carolina, or Federal Procurements.
- Request 5** Implement the evaluation criteria listed in the RFP or modify it using an objective measure process to evaluate proposals and properly trained evaluators. Remove clauses such as local preference that are not publicly disclosed, and any criteria that allows for unfair competition.
- Request 6** Implement a vetting process to ensure potential committee members are experienced in evaluating proposals. Remove potential committee members with biases prior to evaluations of proposals.
- Request 7** Select a committee member who is experienced to chair an evaluation committee. The individual should be knowledgeable to oversee the process and provide specific instructions to committee members on how to individually evaluate proposals, explain/justify their recommended scores if necessary, and provide instructions for a fair evaluation process in accordance with procurement standards.

We are available to discuss this protest further and provide any additional information or documentation that may be required.

Respectfully submitted,

Gloria C. Tanner

CBC, LLC, President

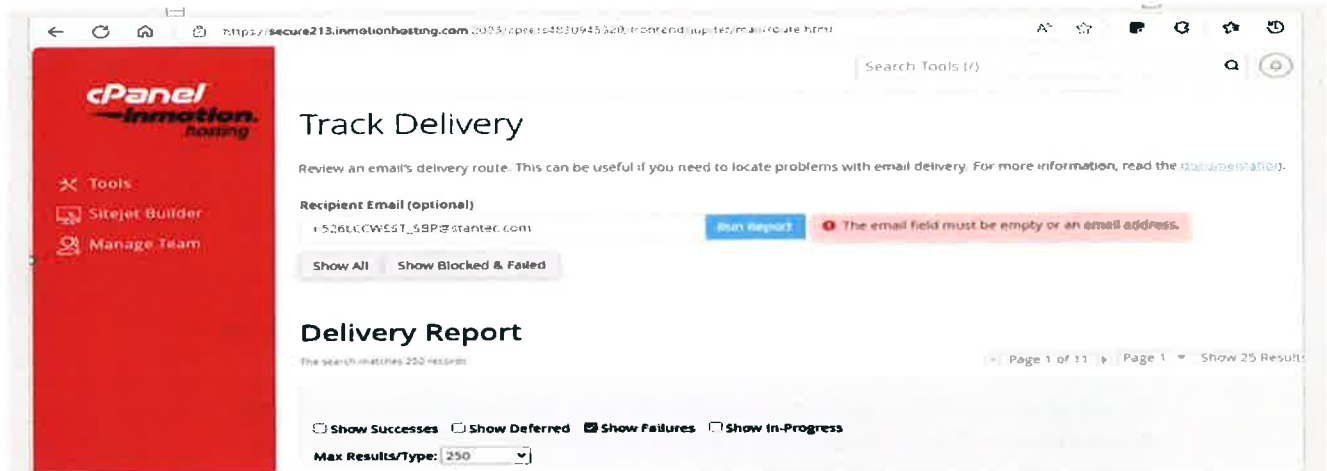
Enclosures

LIST OF ATTACHMENTS

Attachment 1 -	Failure Deliver Report (Email)
Attachment 1a -	Email Notification to Stantec Proposal Bounce Back.
Attachment 2 -	Notification of Blocked Emails -Project Email Address
Attachment 3 -	Proposal Due Date Extended (Stantec Rep).
Attachment 4a-	CBC FOIA Request to Stantec
Attachment 4b -	CBC FOIA Request – Letter dated December 18, 2024
Attachment 4d	Stantec Notification: CBC FOIA Request sent to SCDOT & Invitation Debriefing Meeting
Attachment 4c,e,f-	CBC FOIA Request to Stantec
Attachment 5 -	Stantec Notification: - Not Required to Adhere FOIA Requests / Invitation to Debriefing Meeting
Attachment 6 -	Request To Revert The Non-Responsive Determination For CBC Proposal, 2/13/25
Attachment 7 -	Notification of Non-selection.
Attachment 8 -	Evaluation Committee Review
Attachment 9 -	Evaluation Committee Response– Memo 2/11/24
Attachment 10	FOIA Request – CBC Clarifications Requested - Memo 3/14/25
Attachment 11 -	Evaluation Committee Clarifications
Attachment 12 -	SCDOT Rep. –History of Prior Bias Behavior
Attachment 13 -	SCDOT Rep. –History of Prior Bias Behavior
Attachment 13a -	CBC - Reply to Non-standard professional service requirement
Attachment 14a-c	Evaluations & References of CBC - Former SCDOT Directors

Attachment 1

From: 'docs@inmotionhosting.com'
Sent: Monday, October 17, 2024 12:41 PM
To: Gloria Tanner <gtanner@cbcllc-us.com>
Subject: Failure Delivery Report



Attachment 1a

From: Gloria Tanner <gtanner@cbcllc-us.com>
Sent: Thursday, October 17, 2024 4:17 PM
To: 'Abrams, Roseann' <Roseann.Abrams@stantec.com>
Subject: RE: Addendum #3: RFP for Vendor Training Services: I-526 Lowcountry Corridor WEST - Small Business Program
Importance: High

Hello Roseann,

Please confirm that the Response from B was received. We sent the Response several times and it bounces back. I went to the junk folder and discovered Addenda 2 and 3. Please call me.

Thank you,

Gloria

Attachment 2

From: Mail Delivery Subsystem <mailer-daemon@googlemail.com>
Date: Fri, Oct 18, 2024 at 12:11
Subject: Delivery Status Notification (Failure)
To: <andtan75@gmail.com>



Message blocked

Your message to I-526LCCWEST_SBP@stantec.com has been blocked. See technical details below for more information.

The response from the remote server was: 550 5.4.1 Recipient address rejected: Access denied. [[YT2PEPF000001CF.CANPRD01.PROD.OUTLOOK.COM](#) 2024-10-18T04:11:25.982Z 08DCEC477A31F4BF]

Attachment 3

From: Abrams, Roseann <Roseann.Abrams@stantec.com>
Sent: Friday, October 18, 2024 7:45 AM
To: gloria-cbc@outlook.com <gloria-cbc@outlook.com>; Gloria Tanner <gtanner@cbcllc-us.com>
Cc: I-526 LCC WEST SMALL BUSINESS PROGRAM EMAIL <I-526LCCWEST_SBP@stantec.com>
Subject: FW: CBC I-526 Country Corridor West

Good morning, CBC.

Your proposal submission is missing some key components. There were no forms included, I am resending the RFP and Cost Forms please submit the forms.

Please resubmit your proposal response in its entirety to: I-526LCCWEST_SBP@stantec.com
Immediately!

Thank you.

Roseann Abrams, CCA
Stantec Consulting Services Inc.
Senior Supplier Diversity & Compliance Administrator
Direct: (856) 242-6056
Mobile: (646) 673-2917

Attachment 4a - Email FOIA Requests from CBC & Responses from Stantec

From: Gloria Tanner <gloria-cbc@outlook.com>
Sent: Wednesday, December 18, 2024 5:01 PM
To: Abrams, Roseann <Roseann.Abrams@stantec.com>
Cc: playerjd@scdot.org
Subject: Re: CBC - I-526 Lowcountry Corridor WEST - Small Business Program

Hello Ms. Abrams,

Attached is a FOIA Request for the I-526 Lowcountry Corridor WEST's Small Business Program Project. Please submit the request to Carla Artis or the appropriate Stantec Representative(s).

Due to our prior experiences of non-delivery of emails to the Project Team address at I-526lccwest_sbp@stantec.com, the FOIA Request is submitted to your email address.

Thank you very much,
Gloria Tanner



COMPREHENSIVE BUSINESS CONSULTANTS, LLC

1805 Clemson Rd. No. 290433
Columbia, SC 29229

Tel: 803.733.1607
Fax: 803.733.1606

December 18, 2024

VIA: Email & US Mail

Ms. Carla Artis
Director, Supplier Diversity and Compliance (North America)
Stantec Consulting Services Inc.
4969 Centre Pointe Drive, Suite 200
North Charleston, SC 29418-6952

REFERENCE: I-526 Lowcountry Corridor WEST's Small Business Program

SUBJECT: Freedom Of Information Act Request

Dear Ms. Artis:

This is a request under the Freedom Of Information Act. I request that the name of the firm/team selected as the successful firm for the above-referenced project be disclosed. Your recent notification dated December 12, 2024, to CBC, LLC, of non-selection did not include the name of the successful firm.

Also requested are copies of the following:

- 1) All proposal responses with all attachments for the above referenced RFP.
- 2) Copies of composite sheets.
- 3) Score sheets.
- 4) Evaluators' summaries, and
- 5) Any documents/information developed for evaluation of proposals and consultants that responded to the I-526 Lowcountry Corridor WEST's Small Business Program RFP.

The request is to receive the above-requested documents/information by January 2, 2025, before the successful firm implementation of services. Disclosure of the requested information will contribute significantly to our team's understanding of an open and fair selection process by Federal and State of South Carolina Procurement Procedures and determination for a formal debriefing.

If you need to discuss this request, contact me at (803) 733-1607. Thank you for your consideration.

Sincerely,

Gloria C. Tanner

Gloria C. Tanner
President, Comprehensive Business Consultants, LLC

xc: Daren Player, SCDOT Chief Procurement Officer

Attachment 4c

From: Gloria Tanner <gloria-cbc@outlook.com>
Sent: Monday, January 6, 2025 10:13 AM
To: Abrams, Roseann <Roseann.Abrams@stantec.com>
Cc: Artis, Carla <Carla.Artis@stantec.com>; playerid@scdot.org
Subject: FOIA Request & Proposed Dates for Debriefing: I-526 Lowcountry Corridor WEST's Small Bus Prog

Good Morning Roseann,

I again request Stantec Consulting Services Inc. to disclose the name of the firm(s)/team selected as the successful firm for the I-526 Lowcountry Corridor WEST's Small Business Program Project. Also, please update me on the status of the submittal/availability of information and documents requested in the FOIA Request submitted on December 18, 2024.

If the requested information is made available by January 9, 2025, we ask that the debriefing be scheduled for Friday, January 17, or Monday, January 20, 2025. If the requested information is made available by January 13, 2025, we ask that the debriefing be scheduled for Thursday, January 23, or Friday, January 24, 2025.

Should the dates identified requested for the debriefing not be convenient with your schedule, please submit alternate dates.

Sincerely,

Gloria C. Tanner
CBC, LLC
(803) 733-1607

Attachment 4d

From: Abrams, Roseann <Roseann.Abrams@stantec.com>
Sent: Thursday, January 9, 2025 4:21 PM
To: Gloria Tanner <gloria-cbc@outlook.com>
Cc: Artis, Carla <Carla.Artis@stantec.com>; playerid@scdot.org <playerid@scdot.org>; I-526 LCC WEST SMALL BUSINESS PROGRAM EMAIL <I-526LCCWEST_SBP@stantec.com>
Subject: RE: FOIA Request & Proposed Dates for Debriefing: I-526 Lowcountry Corridor WEST's Small Bus Prog

Good Afternoon Ms. Tanner.

We have forwarded your request to SCDOT, they will respond accordingly.

Please feel free to give me a call if you have any additional questions.

Thank you.

Roseann Abrams, CCA
Stantec Consulting Services Inc.
Supplier.io Blackbelt Certified
Senior Supplier Diversity & Compliance Administrator
Direct: (856) 242-6056
Mobile: (646) 673-2917

Attachment 4e

From: Gloria Tanner <gloria-cbc@outlook.com>
Sent: Monday, January 13, 2025 9:27 AM
To: Abrams, Roseann <Roseann.Abrams@stantec.com>
Cc: Carla.Artis@stantec.com <Carla.Artis@stantec.com>; Player, Darrin <playerjd@scdot.org>
Subject: Reply - Re: FOIA Request & Proposed Dates for Debriefing: I-526 Lowcountry Corridor WEST's Small Bus Prog

Roseann,

Stantec Consulting Services' reply to submit CBC's FOIA Request for the I-526 Lowcountry Corridor WEST's Small Business Program to SCDOT is confusing, considering Stantec publicly solicited responses to the RFP for the said Project. Why is CBC's FOIA Request being submitted to SCDOT?

Please be advised that Stantec is not in compliance with South Carolina Code of Laws and the Federal Freedom of Information Act.

Response to questions asked would be appreciated.

Thank you,

Gloria C. Tanner
CBC, LLC
(803) 733-1607

Attachment 4f

From: Gloria Tanner <gtanner@cbcllc-us.com>
Sent: Tuesday, January 14, 2025 12:39 PM
To: 'Artis, Carla' <Carla.Artis@stantec.com>
Cc: 'Abrams, Roseann' <Roseann.Abrams@stantec.com>; 'playerjd@scdot.org' <playerjd@scdot.org>
Subject: FOIA Request & Proposed Dates for Debriefing: I-526 Lowcountry Corridor WEST's Small Bus Prog

Hello Carla,

In Roseann's absence, request is made for another Stantec employee to respond to questions listed in the email below, and to CBC's FOIA Request for the I-526 Lowcountry Corridor WEST's Small Business Program submitted on December 18, 2024.

*Note: This email is sent from my address that had prior issues, that have been resolved according to the host provider.
Thank you for understanding.*

Sincerely,

Gloria C. Tanner
CBC, LLC
(803) 733-1607

Attachment 5

From: Artis, Carla <Carla.Artis@stantec.com>

Sent: Thursday, January 16, 2025 4:52 PM

To: Gloria Tanner <gloria-cbc@outlook.com>; Abrams, Roseann <Roseann.Abrams@stantec.com>

Cc: Player, Darrin <playerjd@scdot.org>; I-526 LCC WEST SMALL BUSINESS PROGRAM EMAIL <I-526LCCWEST_SBP@stantec.com>

Subject: Re: FOIA Request & Proposed Dates for Debriefing: I-526 Lowcountry Corridor WEST's Small Bus Prog

Good Afternoon Ms. Tanner

Please note, in South Carolina private companies that receive public money are not required to provide information under the Freedom of Information Act.

If you are still interested in participating in a proposal debrief, Thursday, January 23 there are slots between 1:00 and 2:30pm still available.

Thanks Carla



COMPREHENSIVE BUSINESS CONSULTANTS, LLC

1805 Clemson Rd. No. 290433
Columbia, SC 29229

Tel: 803.733.1607
Fax: 803.733.1606

February 13, 2025

Ms. Carla Artis
Stantec Consulting Services Inc.
475 Fifth Avenue, 12 Floor
New York, New York 10017

VIA: Email:

Carla.Artis@Stantec.com
Roseann.Abrams@Stantec.com

xc: Ms. Roseann Abrams

**SUBJECT: I-526 Lowcountry Corridor WEST's Small Business Program Project
REQUEST TO REVERT THE NON-RESPONSIVE DETERMINATION FOR CBC PROPOSAL**

Dear Ms. Artis:

This communication is in response to Stantec Consulting, Inc. (Stantec) determination that the proposal from Comprehensive Business Consultants, LLC (CBC) for the I-526 Lowcountry Corridor WEST's Small Business Program Project (the Project) was deemed "Non-Responsive". I was surprised and distressed when you informed us during the debriefing meeting on January 23, 2025, of the Non-Responsive determination for the CBC proposal. Due to the recent retrieval of emails to the Project Team email and from Stantec Representative that substantiate CBC's position that the determination of our proposal as Non-Responsive is unjust, we are responding. Stantec was informed earlier of prior difficulties with blocked and non-delivered emails.

Considering no action implemented by CBC substantiates a determination of Non-Responsive, it is requested that the determination of Non-Responsive is reverted to Responsive, and reported to the South Carolina Department of Transportation (SCDOT) within seven (7) business days from the date of this correspondence.

A description of actions implemented by CBC during the RFP submittal period, including communication and direction from a Stantec Representative authorizing an extension of time to submit the proposal, are described below.

BACKGROUND

1. CBC submitted its proposal to the Project Team email address at I-526lccwest_sbp@Stantec.com, on October 17, 2024, before the deadline established in the RFP. Several hours later, the same day, a notification from the Project Team email was discovered in the CBC email junk mailbox that identified the email that submitted the proposal to Stantec was blocked and failed to be delivered; see Att. 1.
2. CBC emailed the proposal and attachments several additional times on October 17, 2024. A temporary non-CBC email address was also established, and the proposal was resubmitted from the non-CBC email to deliver the proposal by the RFP deadline. CBC notified Stantec of the blocked and non-delivery notifications; see Att. 2.
3. On October 18, 2024, Stantec extended the deadline to CBC to resubmit their proposal; see Att. 3. Stantec acting as the contracting officer has the authority to extend the proposal deadline depending on the circumstance. The RFP Selection Procedure described the selection process in pertinent parts as follows:

Stantec retains the right to request further information from all respondents and reject all RFP responses at its sole discretion.

4. CBC resubmitted the proposal from a non-CBC email address on October 18, 2024. A Stantec Representative was copied on the email. Notification from the Project Team email identified that this email was again blocked and failed to be delivered; see Att. 4A & 4B.

Stantec granted an extension to CBC for the submittal of their proposal. The proposal was not rejected as Non-Responsive nor was a written notification issued to the offeror. During the debriefing meeting on January 23, 2025, approximately seventy-six (76) days after the proposal due date and after an extension granted by Stantec, advised CBC for the first time that their proposal was deemed Non-Responsive.

Standard Process for Determination of Non-Response and Notification of Award:

Should an offeror's proposal be deemed non-responsive, the contracting officer/Stantec Representative shall reject the proposal and notify the offeror immediately (at the time the proposal is due) in writing that their proposal is excluded from or eliminated from the competition. The notice shall state the basis for the determination and that the proposal will not be considered.

Upon completion of negotiations with the apparent successful offeror and determinations of responsibility, but before award, the contracting officer shall notify each offeror in writing the name and location of the apparent successful offeror. The notice shall include information stating no response is required unless a basis exists to challenge the award of the apparent successful offeror.

Within three (3) days after the date of the contract award, the Stantec Representative shall provide written notification to each offeror who was not selected for the award. The notice to include the number of proposals including the names of each offeror. This action would have allowed unsuccessful offerors an opportunity to implement administrative actions allowed in the selection processes.

The process described above for determination of non-responsive and notification of award is the standard implemented in South Carolina, federal, and most professional service procurements to determine non-responsive proposals.

Standard Process for Debriefings

The Stantec Representative provides offerors in a competitive solicitation an explanation of the evaluation process, an assessment of their proposal relating to the evaluation criteria, and a general understanding of the basis of the award decision.

Competitors should be allowed to ask questions, such as how proposals were assessed against the evaluation criteria, and learn areas for improvement that may help you improve your chances of winning future contracts.

Stantec did not allow CBC to participate in a standard debriefing meeting. Instead, Stantec facilitated the debriefing meeting, and the sole discussion was advising CBC that their proposal was deemed Non-Responsive.

CONCLUSION

There is no basis to conclude a Non-Responsive determination resulting from CBC's actions under the South Carolina Code of Laws, Federal Procurement Regulations, or any other standard procurement process.

Should you have any questions regarding the request please do not hesitate to contact me.

Sincerely,

Gloria C. Tanner

Gloria C. Tanner
President, Comprehensive Business Consultants, LLC



Stantec Consulting Services Inc.
4060 Centre Pointe Drive, Suite 200
North Charleston SC 29418-6952

December 12, 2024

Ms. Gloria C. Tanner
CBC, LLC
1805 Clemson Road, No. 290433
Columbia, SC 29229

Dear Ms. Tanner,

Thank you for submitting a proposal to provide Small Business Programming, Pre-Employment Training, and Supplier Diversity Outreach and Engagement Planning as part of the I-526 Lowcountry Corridor WEST's Small Business Program. We appreciate the time and effort your team invested in preparing your submission.

After careful consideration, we regret to inform you that CBC, LLC was not selected. This decision was made after a thorough evaluation of all proposals received, and it was not an easy one given the high quality of submissions.

We value the opportunity to review your proposal and hope that you will consider participating in future opportunities. If you would like feedback on your proposal, please feel free to contact the Project Team at I-526lccwest_sbp@stantec.com.

Thank you once again for your interest in working with us.

Sincerely,

A handwritten signature in black ink, appearing to read "Carla Artis".

Carla Artis, ENV SP MCA
Director, Supplier Diversity and Compliance (North America)
I-526 Lowcountry Corridor WEST, Small Business Program Lead
Direct: (646) 490-3828 | Mobile: (347) 237-0897 | carla.artis@stantec.com

cc:
Kit Scott, PE, DBIA - SCDOT, I-526 LCC WEST Project Director
Greg Davis, Director - SCDOT, Minority & Small Business Affairs
David Beaty, PE, Assoc. DBIA - Stantec, I-526 LCC WEST Project Manager
LaTonya Derrick, PhD - Stantec, I-526 LCC WEST EJ Community Mitigation Lead



I-526 Lowcountry Corridor WEST - Small Business Program

MEMORANDUM

To: *Proposal Evaluation Committee:*
Kit Scott, PE, DBIA, I-526 Lowcountry Corridor WEST Project Director (SCDOT)
Greg Davis, Director, Minority & Small Business Affairs (SCDOT)
David Beaty, I-526 Lowcountry Corridor WEST Project Manager (Stantec)
LaTonya Derrick, I-526 Lowcountry Corridor WEST EJ Community Mitigation Lead (Stantec)

From: *Carla Artis, Small Business Program Lead (Stantec)*

Date: *November 01, 2024*

Subject: *I-526 Lowcountry Corridor WEST, Small Business Program – Evaluation Committee Review*

Summary Overview

- As part of the Environmental Justice Community Mitigation Implementation Plan, a total of \$1.5M has been allotted for a DBE vendor to provide Small Business Development Planning (\$750k) and Pre-Employment training (\$750k).
- Stantec will utilize Non-salary Direct Expenses to support efforts for the Supplier Diversity Program, which is included as part of the Small Business Program Development. The Vendor costs are shown as \$80k and \$95 = \$175k.
 - Kit Scott ok'd usage of funds.
 - David Beaty will forward an email to Kit Scott to memorialize this approach.
- Stantec confirmed with Kit Scott - Task 14 Implementation of EJ Mitigation Plan Improvements hours listed are Stantec oversight hours and does not include vendor cost.
- The Proposal Evaluation Committee reviewed submissions, discussed evaluation categories and decided which submissions were comprehensive, met requirements and non-responsive. Comments, notes and next steps are included in the vendor overview table on page 2.
- Four (4) firms were selected to move on to the next phase. A follow-up message was sent to the proposers listed below on November 5, 2024, to request additional information. Responses are due Thursday, November 14, 2024, at 4:00p.m.
 - BBFoster Consulting
 - LT&A Government Solutions
 - Saillant Consulting
 - VarnerMiller

- Updated Review Schedule

Task	Date
Receive RFPs:	10/17/2024
Proposal Evaluation Committee Schedule	10/22/2024 – 11/01/2024
Proposal Evaluation Committee Call	11/01/2024
Additional Information Request Due	11/14/2024 at 4:00p.m.
Shortlist Presentation	11/21/2024 and/or TBD
Vendor Selection	12/17/2024

1.0 EVALUATION CATEGORY

- Key Discriminators
 - Local Presence
 - Utilizing Local DBE vendors to support
 - Resources
 - Experience
 - Cost

Evaluation Category	Performance Expectations
Competency	<ul style="list-style-type: none"> • Experience • Clientele • Key Personnel
Capacity	<ul style="list-style-type: none"> • Availability • Resources
Cost & Finance	<ul style="list-style-type: none"> • Price • Financial Reputation
Communication	<ul style="list-style-type: none"> • Proposal • Reporting • Availability
Culture & Corporate Responsibility	<ul style="list-style-type: none"> • Values • Ethical /Legal Standards

Score Key	
5	Very Good; Exceeds Expectation
4	Good; Meets Expectation
3	Standard; Meets Most Expectation
2	Adequate; Meets Some Expectation
1	Unsatisfactory; Misses Most Expectations
0	Substandard; Falls Far Below Expectations
N/A	Not Applicable

I-526 Lowcountry Corridor WEST - Small Business Program

Vendor Name	Total Cost	Comments	Next Steps
The MWDBE Training Academy Inc	\$21,000	<ul style="list-style-type: none"> • Priced extremely low • Not a clear approach • Not sure he understood how to complete cost form or understood the RFP requirements • SCDOT Not Familiar/ Not in database 	<ul style="list-style-type: none"> • Review team decided NoGo
VarnierMiller	\$1,350,097	<ul style="list-style-type: none"> • Cost was competitive • Resubmit and clarify Approach /Cost • Items left off cost forms • Proposal was comprehensive • Team agreed to request additional information/clarity 	<ul style="list-style-type: none"> • Advances to the next review phase • Forward copies of your firm's South Carolina Disadvantaged Business Enterprise certification • Update cost estimate to include the proposed expense for Small Business Programming listed in Tab 1 (2025). • Sent follow-up on 11/05 requesting additional information by Thursday, November 14, 2024, at 4:00p.m.
CBC Comprehensive Business Consultants	\$751,378	<ul style="list-style-type: none"> • Documentation received incomplete and late • Arrived at the proposal conference late • SCDOT not surprise with late response/Familiar with consultant and lack of attentiveness and ability to meet schedule • Agreed disqualification for incomplete and late submission. 	<ul style="list-style-type: none"> • Review team decided NoGo

Anderson, Shirley E.

From: Scott, Kit
Sent: Tuesday, February 11, 2025 11:05 AM
To: Anderson, Shirley E.
Cc: Gaskins, Chris; Mattox, Jae
Subject: RE: FOIA 25-12032 Tanner

I've added the following documents to the Win32app: [FOIA Request](#)

Information/Copies of Documents Requested:

- 1) Identify the firm/team selected as the successful firm for the project: [Folder in Win32app.](#)
- 2) Responses from all proposers/consultants: [Folder in Win32app.](#)
- 3) Composite sheets: [No composite sheets utilized.](#)
- 4) Score sheets: [No score sheets utilized.](#)
- 5) Summaries concluded by evaluators: [Folder in Win32app.](#)
- 6) Any/all evaluators' documents/information resulting from evaluating responses/proposals from consultants that responded to the I-526 Lowcountry Corridor WEST's Small Business Program Project RFP: [Folder in Win32app.](#)

Please note: The documents include sensitive contractual, cost and proprietary information. I will defer to the FOIA officer for the redaction of any information.



Kit Davis Scott, PE, DBIA

Lowcountry Corridor Project Director

P 803-737-1138 E ScottKD@scdot.org

South Carolina Department of Transportation

955 Park Street, P.O. Box 191, Columbia, SC 29202-0191

From: Gloria Tanner <gtanner@cbcllc-us.com>
Sent: Tuesday, March 4, 2025 8:34 AM
To: 'SCDOT FOIA Info' <SCDOTFOIAInfo@scdot.org>
Cc: 'WessingeBM@scdot.org' <WessingeBM@scdot.org>; 'vdavies@cbcllc-us.com' <vdavies@cbcllc-us.com>
Subject: Request for Documents/Information Not Received - RE: FOIA 25-12032 Tanner

On February 21, 2025, SCDOT responded to Comprehensive Business Consultants, LLC FOIA Request dated January 31, 2025, for the I-526 Lowcountry Corridor WEST's Small Business Program. Several documents requested were not received, and some information provided is insufficient to determine how the Evaluation Committee evaluated proposals. Please provide the requested documents/information described below in Items 1 through 7 before or by March 7, 2025.

1. Request is for an explanation/clarification or description of how scores were derived by each evaluator if composite sheets and score sheets were not utilized.

NOTE: In the memo dated February 11, 2025, from Kit Scott, I-526 Lowcountry Corridor WEST Project Director, the reply to the FOIA Request Item 3 –Composite sheets is “No composite sheets utilized.” and Item 4, Score sheets, “No score sheets utilized.”

2. Provide copies of any/all evaluators' documents/information resulting from independent evaluation of proposals from consultants. Describe how the Total and Rank were concluded if composite sheets were not utilized according to the NOTE in 1 above.

3. Provide a copy of a notification of incomplete or late proposal submitted to Comprehensive Business Consultants, LLC (CBC) and authorization from SCDOT's Agent extending the proposal submittal time.

4. Identify information in the RFP, addendum, or any document for mandatory attendance of the proposal conference.

5. Identify information in the RFP, addendum, or any document that identifies the specific time a consultant was required to attend the proposal conference.

6. Provide documentation/information of the history, at any time, and the name of the project that CBC has shown a lack of attentiveness and inability to meet a schedule with SCDOT.

NOTE: In the memo dated November 1, 2024, Evaluation Committee, Phase, I, Item 1.0, Evaluation Category, Comprehensive Business Consultants, LLC the “Review Team decided NoGo for the following reasons:

- Documentation received incomplete and late.
- Arrived at the proposal conference late.
- SCDOT not surprise with late response/Familiar with consultant and lack of attentiveness and ability to meet schedule.
- Agreed disqualification for incomplete and late submission.”

7. Provide a detailed description of tasks implemented that accrued (5) hours to compile and copy documents previously requested in the initial FOIA Request.

NOTE: SCDOT identified and CBC paid a cost of sixty dollars (\$60.00) for FOIA documents previously received. The \$60.00 cost would equate to five (5) hours of service to compile and copy documents. Considering the number of pages received, the 5 hours is questionable and probably exceed 3 to 4 times the number of hours for similar FOIA Request with the same number of pages.

If there are any questions regarding the requested information, please do not hesitate to contact me.

Thank you,

Gloria C. Tanner
CBC, LLC
(803) 733-1607

From: Artis, Carla <Carla.Artis@stantec.com>
Sent: Friday, March 7, 2025 10:03 AM
To: SCOTT, KIT <ScottKD@scdot.org>
Cc: Derrick, LaTonya <LaTonya.Derrick@stantec.com>; Beaty, David <David.Beaty@stantec.com>; DAVIS, GREG <DavisGQ@scdot.org>; Anderson, Shirley E. <AndersonSE@scdot.org>
Subject: RE: Request for Documents/Information Not Received - RE: FOIA 25-12032 Tanner

Good Morning Kit,

See responses below. Please feel free to give me a call if you have any questions, comments or concerns.

Thanks

1. Request is for an explanation/clarification or description of how scores were derived by each evaluator if composite sheets and score sheets were not utilized.

The evaluation committee conducted both individual and collective reviews of each proposal submission. The committee decided to eliminate proposals from the ranking process outlined in the "Selection Procedure" section of the RFP that (a) did not meet the "Submission Requirements," (b) did not have a clear approach, or (c) were partial and/or late submissions.

2. Provide copies of any/all evaluators' documents/information resulting from independent evaluation of proposals from consultants. Describe how the Total and Rank were concluded if composite sheets were not utilized according to the NOTE in 1 above.

The evaluation committee conducted both individual and collective reviews of each proposal submission. The committee decided to eliminate from the ranking process described in the "Selection Procedure" section of the RFP those proposals that (a) did not meet the "Submission Requirements," (b) did not have a clear approach, or (c) were partial and/or late submissions. Comprehensive Business Consultants, LLC's proposal submission was not received in compliance with the deadline stated in the published RFP and didn't include the information requested in the "Submission Requirements" section of the RFP.

On October 17, 2024, at approximately 5:00 PM (after the proposal deadline), Gloria Tanner called Carla Artis (Stantec) to inform her that she was having e-mail issues. Mrs. Artis agreed to accommodate CBC and informed them that if they submitted their proposal before the end of the day, it would be accepted. Unfortunately, CBC's proposal arrived the following day and was incomplete. CBC continued to send pieces of their proposal separately over the next two days.

3. Provide a copy of a notification of incomplete or late proposal submitted to Comprehensive Business Consultants, LLC (CBC) and authorization from SCDOT's Agent extending the proposal submittal time.

There was no notification of an incomplete or late proposal submission. Below is a breakdown of Stantec and CBC's correspondence. Mrs. Artis agreed to accommodate CBC if they submitted their proposal before the end of the day on October 17, 2024.

Date	Time	Company Name	Phone #	Email	POC	Items Rec'd
9/9/2024	9:43 AM	CBC Comprehensive Business Consultants	803-733-1608	CBC Mgt. < info@cbcllc-us.com >	Gloria Tanner	Email asking for a rep to call her to discuss RFP
9/19/2024	11:00 AM	CBC Comprehensive Business Consultants	803-733-1609	CBC Mgt. < info@cbcllc-us.com >	Gloria Tanner	The proposal conference started at 10 AM Ms. Tanner arrived approxin
9/20/2024	1:26 PM	CBC Comprehensive Business Consultants	803-733-1609	CBC Mgt. < info@cbcllc-us.com >	Gloria Tanner	Requesting PP Presentation from Pre-Proposal Meeting
9/25/2024	10:50 AM	CBC Comprehensive Business Consultants	803-733-1610	CBC Mgt. < info@cbcllc-us.com >	Gloria Tanner	CBC Questions rec'd
10/18/2024	12:07 AM	CBC Comprehensive Business Consultants	803-733-1613	andtan75@gmail.com	Andre Tanner	Empty email
10/18/2024	12:24 AM	CBC Comprehensive Business Consultants	803-733-1612	Gloria Tanner < gloria-cbc@outlook.com >	Gloria Tanner	Email stated she made several attempts from 3 different cc
10/18/2024	4:17 PM	CBC Comprehensive Business Consultants	803-733-1611	Gloria Tanner < gloria-cbc@outlook.com >	Gloria Tanner	Proposal rec'd
10/19/2024	11:53 PM	CBC Comprehensive Business Consultants	803-733-1614	andtan75@gmail.com	Andre Tanner	Proposal resubmitted with missing forms attached.
10/19/2024	11:59 PM	CBC Comprehensive Business Consultants	803-733-1616	andtan75@gmail.com	Andre Tanner	Price Proposal Forms received
10/23/2024	6:46 AM	CBC Comprehensive Business Consultants	803-733-1617	andtan75@gmail.com	Andre Tanner	Certificate of Non-Conclusion submitted
12/12/2024	3:41 PM	Stantec Consulting Services	803-733-1618	l-526LCCWEST_SBP@stantec.com	Carla Artis	Regret Letter Sent

4. Identify information in the RFP, addendum, or any document for mandatory attendance of the proposal conference.

Attendance at the pre proposal conference was not mandatory.

5. Identify information in the RFP, addendum, or any document that identifies the specific time a consultant was required to attend the proposal conference.

The start time for the in-person pre-proposal conference listed in the RFP is 10:00am (see attached)

6. Provide documentation/information of the history, at any time, and the name of the project that CBC has shown a lack of attentiveness and inability to meet a schedule with SCDOT.

Kit/Greg - I believe SCDOT should respond to this question.

NOTE: In the memo dated November 1, 2024, Evaluation Committee, Phase I, Item 1.0, Evaluation Category, Comprehensive Business Consultants, LLC the "Review Team decided NoGo for the following reasons:

- Documentation received incomplete and late.
- Arrived at the proposal conference late.
- SCDOT not surprise with late response/Familiar with consultant and lack of attentiveness and ability to meet schedule.
- Agreed disqualification for incomplete and late submission."

7. Provide a detailed description of tasks implemented that accrued (5) hours to compile and copy documents previously requested in the initial FOIA Request.

1. Document Identification (1 hour):

- Reviewed the FOIA request to understand the specific documents needed.
- Identified and located the relevant documents within the organization's records.

2. Document Retrieval (1.5 hours):

- Accessed digital archives to retrieve the identified documents.
- Coordinated with different departments to gather all necessary documents.

3. Document Review (1 hour):

Reviewed the documents to ensure they met the criteria specified in the FOIA request.
Checked for completeness and relevance of the documents.

4. Document Redaction (0.5 hour):

Redacted any sensitive or confidential information that could not be disclosed under FOIA guidelines.

5

Document Copying and Compilation (1 hour):

Made digital copies of the documents.
Organized the documents in the specified order and format requested.
Compiled the documents into a single package for submission.

Thanks Carla

From: SCOTT, KIT <ScottKD@scdot.org>

From: CBCMgt@cbcllc-us.com <CBCMgt@cbcllc-us.com>
Sent: Monday, April 17, 2023 12:48 PM
To: 'Davis, Greg Q.' <DavisGQ@scdot.org>
Cc: 'WessingeBM@scdot.org'; 'CarothersR@scdot.org' <'CarothersR@scdot.org'>
Subject: Reply to Email of 4/12/23 - (Design-Build Projects Outreach Support Services)

Mr. Davis,

At no time did CBC, LLC (CBC) request the award of a Supportive Service Contract for the combined three outreach events, as you inferred, or request the assignments to be bundled. CBC's request to SCDOT Minority & Small Business Affairs is to assign the remaining two design-build projects (from original list) that would allow for an increase in assignments closer to the number assigned to Foresight Communications.

SCDOT selected CBC and Foresight Communications under the same solicitation and committed to rotating assignments equally between the firms. However, the variance of the assignments is approximately 80% for Foresight Communications versus 20% for CBC. SCDOT did not advise of changes to the original commitment for equal rotation of the assignments.

Your response to the request to approve the additional assignments; *"SCDOT is not prepared to bundle the I-26/I-95 outreach with the other two contracts you mentioned and award you a supportive services contract for the combined three outreach events."* *"SCDOT will follow the South Carolina Procurement Procedure with a \$10K threshold for small purchases."*

QUESTIONS

1. What is different in the procedure(s) that SCDOT authorized five/six assignments for outreach support services to Foresight Communications versus one to CBC?
2. Did SCDOT bundle the five/six assignments or award a supportive services contract to allow Foresight Communications to provide outreach services for projects completed?
3. If SCDOT did not bundle assignments to Foresight Communications, why is it necessary to bundle assignments to CBC?
4. Why has SCDOT limited CBC to perform only one assignment?
5. Did SCDOT apply the \$10K threshold to assignments for Foresight Communications? If not, why not, as the total amount awarded to Foresight Communications may be approximately \$25,500.00 and exceeds the \$10K threshold?
6. Why is CBC subjected to a \$10K threshold, and Foresight Communication was not? Considering both firms were selected to provide service under the same solicitations, why is the threshold applied to one firm and not the other?

Not rotating assignments resulted in inequitable, unfair, and unjust treatment towards CBC. Considering the events described above, it may be prudent for future business opportunities from SCDOT Minority & Small Business Affairs to be solicited and implemented through SCDOT Procurement Department. This change should establish a clearly defined and fair procurement process.

Sincerely,

Gloria C. Tanner
 CBC, LLC
 (803) 733-1607

From: Davis, Greg Q. <DavisGQ@scdot.org>

Sent: Wednesday, November 30, 2022 1:24 PM

To: CBC Mgt. <info@cbcllc-us.com>

Cc: Campbell, Juanita P. <CampbellJP@scdot.org>; Wyeth, Mary E. <WyethME@scdot.org>

Subject: RE: Request for Status Update - CBC Invoice

Ms. Tanner,

On October 25, 2022, you contacted me by telephone and expressed an interest in serving refreshments at the BDP Graduation Ceremony scheduled for the following day. I stated that in my opinion, refreshments were not needed for a 1:30 pm event. You informed me that you would like to at least serve cake at the event. I stated that I was okay with you serving cake. I was under the impression that your company would be responsible for the cost associated with your desire. The following morning, you emailed a request for authorization to purchase a list of items associated with refreshments for the ceremony, and you indicated in your email that a sheet cake had been purchased. I spoke with SCDOT Procurement Office and advised you that additional items could not be approved under your existing contract of \$24,898.50. (See attached email chain.)

In order to assist in accommodating your request, MSBA employees Juanita Campbell and Mary Wyeth provided you with the ice, cups, napkins, plastic utensils and filtered water you requested. In addition, SCDOT provided the following:

- 1) A conference room for the ceremony;
- 2) Printed and framed graduation certificates; and
- 3) Graduation speakers and presenters (i.e., Randy Young, Chief Engineer for Project Delivery; Barbara Beagles, Director of Office of Civil Rights; Yolanda Morris, Federal Highway Administration Civil Rights Specialist).

All of these provisions were at no cost to your company.

I apologize for the confusion. However, as stated in my email to you on 10/26/22, additional items cannot be approved under your contract.

Sincerely,

Greg Davis

Division Director of Minority & Small Business Affairs
SC Department of Transportation
955 Park Street, Columbia, SC 29201
Telephone: 803-737-1717 / Email: DavisGQ@scdot.org

From: CBC Mgt. <info@cbcllc-us.com>
Sent: Monday, December 5, 2022 2:05 PM
To: 'Davis, Greg Q.' <DavisGQ@scdot.org>
Cc: 'Campbell, Juanita P.' <CampbelUP@scdot.org>; 'Wyeth, Mary E.' <WyethME@scdot.org>
Subject: Reply - RE: Request for Status Update - CBC Invoice

Mr. Davis,

Thank you for your email response.

My understanding of our conversation regarding refreshments at the BDP Graduation Ceremony was that since this was your event, and I intended to conduct an event that not only met expectations but exceeded them, was that you approved the financially small goodwill refreshment generosity. I apologize for my oversight.

I will be happy to cover this small cost.

Regarding the other additions referenced, i.e., the SCDOT conference room, certificates, and speakers, Anthony Cromartie offered to provide these elements in support of the DBEs as an award for completing the SCDOT training sessions and not as a direct benefit to CBC, LLC.

Best Regards,

GLORIA C. TANNER
CBC, LLC
(803) 733-1607

From: **Anthony Cromartie** <croventllc@gmail.com>

Date: Fri, Mar 14, 2025, 4:03 PM

Subject: Comprehensive Business Consultants (CBC), LLC, I-526 Country Corridor - Small Business Project Proposal

To: gtanner@cbcllc-us.com

To Whom it may concern,

I am writing in response to the non-compliance decision made regarding the I-526 Country Corridor - Small Business Project RFP. I would like to take this opportunity to provide additional context and clarification concerning CBC, LLC's performance and our longstanding relationship with them.

CBC, LLC has consistently demonstrated exemplary performance throughout our partnership. During my tenure as Director of the Office of Supportive Services and Business Development at SCDOT from January 2018 to October 13, 2022, CBC, LLC was an integral part of our efforts. They have always been timely, within budget, and performed at a high level on every project awarded to them.

In particular, CBC, LLC was selected to manage our Business Development program, which was conducted over the course of a year. They also participated on the Design-Build Outreach Team and contributed to various other projects that were pivotal in supporting the Disadvantaged Business Enterprise community.

Over the course of more than four years, I worked closely with CBC, LLC to advance the mission of our office at SCDOT. Ms. Gloria Tanner and the team at CBC, LLC have consistently provided professional, detailed, and accurate data to support our office in the Division of Minority & Small Business Affairs. I can confidently state that there is no record of any performance issues or concerns related to the quality of work CBC, LLC has provided.

Given their proven track record of success, I firmly believe that CBC, LLC should continue to be considered a trusted and reliable partner. If further information or clarification is needed, I am happy to provide additional details regarding their performance on specific projects.

Thank you for your time and consideration.

Anthony R. Cromartie, MBA, MA, CPM
Former Director, Business Development & Supportive Services, SCDOT
CroVenture Consulting Group, LLC
Croventurellc@gmail.com
803-509-3403



**South Carolina
Department of Transportation
Office of Legal Services**

Linda C. McDonald
Chief Counsel

Assistant Chief Counsel
Natalie J. Moore
Barbara M. Wessinger
Deborah Brooks Durden
and Legislative Liaison
Beacham O. Brooker, Jr.
Amanda T. Taylor

January 15, 2008

To Whom It May Concern,

As Program Manager, and former Director of DBE Program Development at the South Carolina Department of Transportation (SCDOT), it is my pleasure to recommend Gloria Cyprian-Tanner owner of Comprehensive Business Consultants, LLC for consulting services in contracts management, program and project management, facilitation services, DBE supportive services (DBE certification), outreach programs, and Government compliance. My recommendation is based on Gloria's ingenuity and innovative methods that resulted in awards to Disadvantaged Business Enterprises on the SCDOT Project (27 & 7), and her commitment to encourage minority and women students to pursue engineering as a career choice.

Several years ago Gloria was part of a team that was selected to provide Program Management Services for work anticipated to take SCDOT approximately 27 years to complete if preformed by our staff. However, the contract required the work to be completed on an accelerated schedule basis in 7 years. As Director of Contracts for the SCDOT Project, Gloria was challenged with meeting our rigorous schedule to manage the contract administration of design and construction projects and meet or exceed the established DBE goal. There were many obstacles associated with such a stringent contracting and construction schedule such as developing Invitation for Bid packages, and identifying DBE firms that have the contracting capability and experience to perform the work for large subcontracts. A major issue that could prove to be challenging was lack of minority business owners or principals in the state that held a Professional Engineering license (PE).

Gloria overcame the obstacles by bundling contracts months in advance to ensure schedules were met, and developing short term and long term plans for her team to pursue. All projects were bid successfully according to schedule.

Gloria developed a number of outreach programs and hands-on workshops where DBE firms were taught by her team and SCDOT engineers, financial representatives, and contracting staff. With regard to her long term plan she issued a contract to South Carolina State University (predominately black university with an engineering program in South Carolina) that allowed students and professors to work on the project throughout the year and gain valuable engineering experience; established a summer internship program for minority and female engineering student with three local universities; encouraged several minority engineering firms with offices in other states to open offices in Columbia, SC; and established a mentoring program that included several DBE firms. Using her skills as Director of Contracts to create opportunities today, or established a process through innovative methods to create opportunities where there are none today but are being fostered in the future. Gloria exceeded the SCDOT DBE goal and expectations for involvement of DBE firms on the SCDOT Project.

Sincerely,

Benjamin Byrd
Program Manager, and
Former Director of DBE Program Development



South Carolina
Department of Transportation

January 8, 2008

To Whom It May Concern:

Ref: CBC Consultants, LLC

This is in reference to CBC Consultants, LLC (CBC) and their performance with the South Carolina Department of Transportation (SCDOT). CBC was chosen as one of the firms to facilitate Partnering/Pre-Construction conferences for the SCDOT construction program. They were one of five firms chosen to perform these facilitated meetings. As of today they have been assigned and facilitated these type meetings for the following projects.

List of projects:

- 2 Resurfacing projects - Laurens and Lee Counties
- Full Depth Patching project - Lexington County
- Interstate Rehabilitation project - Richland County
- 2 Bridge Construction projects - Marion and Richland Counties
- Intersection Widening project - Aiken County

At each facilitated meeting, participants are asked to rate the facilitator and give input on how they conducted the meeting. The evaluations were very favorable for CBC and we continue to assign these facilitated meetings to this firm. In general, we are satisfied with the performance of CBC as one of our facilitating firms.

If you need any additional information, please contact me at (803) 737-1308.

Sincerely,

A handwritten signature in black ink that reads "Danny R. Shealy". The signature is written in a cursive, flowing style.

Danny R. Shealy
Director of Construction

DRS: mjs
File: Con



I-526 Lowcountry Corridor WEST - Small Business Program

~PROPOSAL~ REQUEST FOR PROPOSALS

I-526 Lowcountry Corridor WEST - Small Business Program

Issue Date: August 29, 2024

Due Date: October 03, 2024



Purpose/Intent of this RFP

Stantec Consulting, Inc., as directed by SCDOT, will be seeking a qualified vendor to provide Small Business, Pre-Employment Training and a Comprehensive Supplier Diversity Outreach and Engagement Plan as part of I-526 Lowcountry Corridor WEST's Small Business Program.

Project Description

SCDOT is the state government agency responsible for building and maintaining roads and bridges. In partnership with the Federal Highway Administration (FHWA), SCDOT has prepared a Final Environmental Impact Statement and Record of Decision (FEIS/ROD) to address existing and future transportation demands along 9.2 miles of Interstate 526 (I-526) and 3.5 miles of Interstate 26 (I-26). The proposed improvements could result in disproportionate impacts to Environmental Justice (EJ) populations residing in neighborhoods that were disturbed by the original construction of I-26 in the 1960s and I-526 in the 1980s.

Stantec has been engaged to implement SCDOT's I-526 Lowcountry Corridor WEST's Small Business Program. The SB Program is inclusive of small business developmental programs, pre-employment training and a comprehensive supplier diversity outreach and engagement plan that integrates education, training, and direct access to resources offered as part of the project's objectives.

Scope of Work/Requested Courses & Minimum Proposal Content:

The I-526 Lowcountry Corridor WEST Small Business & Pre-Employment Training and Supplier Diversity Program will integrate education, training, and direct access to resources offered as part of the project's objectives. It establishes the framework that will connect the project and its services directly to the community. These programs are to be comprised of residents and businesses within a project's footprint.

At a minimum, the following courses and/or training concepts should be offered:

- Small Business Development Program: In coordination with Stantec/SCDOT programs to include steps to access small business resources, certification, marketing, and financial support services. Programs to include basic training classes necessary for a small business startup.
- Pre-employment Training: In coordination with Stantec/SCDOT, local colleges, workforce organizations, training institutes and local suppliers, create and

implement a program for obtaining a diverse workforce and coordinating workforce recruitment, internships, and training opportunities to attract and train a diverse pool of employees to meet future workforce goals.

- **Diverse Supplier Outreach and Engagement Plan:** In coordination with Stantec/SCDOT develop programming to identify and engage local Small Business Enterprises (SBE) and Disadvantaged Business Enterprises (DBE). Opportunities to embed diversity into the supply chain during I-526 Lowcountry Corridor WEST project. Include collaboration with community stakeholders (such as community-based organizations, elected officials and faith-based organizations).

Each proposal must include examples of the curriculum for each course, a description of the tools to be used to deliver the training, an explanation of cost to deliver, and the estimated timeline for course completion.

Project Schedule

- Small business programming: Q1-Q4 2025
- Pre-Employment Training:
 - Phase 1 Construction: August/September 2025
 - Phase 2 Construction: August/September 2028
- Supplier Diversity Outreach and Engagement Plan: January 2025 through December 2028

Submission Requirements

Stantec Consulting, Inc., as directed by SCDOT, is seeking a qualified vendor to provide small business programming, pre-employment training, supplier diversity & leadership training to select a consultant for this project. DBE Consultants on SCDOT's Division of Small and Minority Business Contracting and Certification directory are being contacted to:

- A. Determine the firm's interest in performing the work.
- B. Determine the firm's ability to perform the work.
- C. Determine the firm's ability to meet the project schedule based on workload analyses.
- D. Determine the most qualified firm to perform the work.



The information must be provided as follows:

1. Statement indicating your interest in providing consulting and training services for the project as defined in this Request for Proposal (RFP) solicitation.
2. Firm brochure outlining the firm's background and experiences. If sub-consultants are proposed, a similar brochure shall be submitted.
3. A listing and brief narrative description of no more than 5 projects involving similar type services provided to public or private clients within the last 5 years. References with names and telephone numbers must be included for the projects.
4. A project organization chart indicating Key personnel to be assigned to the project. Sub-consultant personnel should be included as appropriate. Limit Key personnel to no more than 5 names.
5. Include resumes of all personnel noted on the project organization chart. Also, indicate current and project workload of the Key personnel included. Time frame for workload should be from January 2025 through December 2028.
6. Include a maximum of 3 pages outlining a Project Approach for the project. (Please use standard #12 font for this statement.)
7. Indicate, in a brief summary, information about the firm, or sub-consultants, regarding Disadvantaged Business Enterprise (DBE) designation and/or the firm's equal opportunity, affirmative action plan/policy.

Proposal Schedule

Proposal Schedule	
Issue Date	August 29 th , 2024
Pre-Proposal Conference	September 19 th , 2024, 10:00am (In-person event)
Questions	September 25 th , 2024, 2:00pm
Due Date	October 03 rd , 2024, 2:00pm



Selection Procedure

Based on a review and evaluation of the information provided in items 1 through 7 above Stantec will rank the firms that respond and select the firm, ranked as most qualified to meet project's needs. Contract negotiations will commence with the most qualified firm to establish an acceptable scope of service, total fee, and project schedule. If Stantec/SCDOT and the most qualified firm cannot agree Stantec, at its sole discretion, can start negotiations with the second ranked firm, and so on through the top three ranked firms.

All questions and/or requests for clarifications must be submitted in writing to the small business project administrator, Carla Artis. All such questions and responses will be sent to all firms responding to this RFP request. All such inquiries must be submitted and received by the close of business September 25, 2024, 2:00pm.

Email inquiries and/or questions to: Carla Artis, ENV SP MCA | I-526 Lowcountry Corridor WEST | Small Business Program Lead
I-526LCCWEST_SBP@stantec.com

Pre-Proposal Conference: I-526 Lowcountry Corridor Community Office
5605A Rivers Avenue
North Charleston, SC 29406

Stantec retains the right to request further information from all respondents and reject all RFP responses at its sole discretion.

If determined necessary by Stantec, oral interviews can be requested with the top-ranked consultant(s).

The ranking and selection will be based on a committee evaluation of the firms that submit the required RFP information as outlined in this solicitation. All ranking documentation will be sent to SCDOT for review and procedural concurrence.

The following factors will be considered by the committee in ranking the responding firms:

1. Understanding of the work to be done
2. Experience with similar kinds of projects and/or work
3. Quality of staff for work to be done
4. Familiarity with Federal and State requirements
5. Organization and financial responsibility
6. Logistics and familiarity with the project area



Selection Criteria and Score Key

The rubric for the selection criteria and the score key will be included in the RFP. Please refer to

“Evaluate RFPs – Criteria” section of the VPP for the expectations for each category noted below:

EVALUATION CATEGORY	PERFORMANCE EXPECTATIONS	SCORE KEY	
Competency	Experience	5	Very Good; Exceeds expectations
	Clientele	4	Good; Meets expectations
	Key Personnel	3	Standard; Meets most expectations
Capacity	Availability	2	Adequate; Meets some expectations
	Resources	1	Unsatisfactory; Misses most expectations
Cost & Finance	Price	0	Substandard; Falls far below expectations
	Financial Reputation	N/A	Not Applicable
Communication	Proposal		
	Reporting		
Culture & Corporate Responsibility	Availability		
	Values		
	Ethical/Legal Sandards		

DEBARMENT CERTIFICATION:

Federal regulations require certification by prospective consultants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments. Consultant is required to submit the Debarment certification with its RFP response. Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including sub-consultants currently debarred or suspended by the federal government are ineligible to participate in Federal – funded project. Any prospective consultant knowingly allowing any person disqualified, debarred or suspended pursuant to S.C. Reg. 63-306 or by any other state governmental or regulatory agency to serve as a subconsultant or supplier or to play any other role under any contract with the SCDOT without prior written authorization from the SCDOT may be disqualified. Certifications of primary consultants and lower tier entities regarding debarment, suspension, and other responsibility matters are included in the Appendix to this RFP.

DRUG FREE WORK PLACE CERTIFICATION:

By submitting an RFP response, consultant certifies that, if awarded a contract, consultant will comply with all applicable provisions of the Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

ETHICS CERTIFICATION:

By submitting this RFP, the consultant certifies that the consultant has and will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

CERTIFICATE OF NON-COLLUSION

By submission of proposal, each person signing on behalf of any consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The proposal is submitted without collusion, consultation, communication, or agreement for the purpose of restricting competition, with any other bidder or with any competitor;

2) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

SWORN AND SUBSCRIBED before me
this _____ day of _____, 20____.

My commission expires _____.

Notary Public

CERTIFICATION OF PRIMARY CONSULTANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prime consultant, _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

If the prime consultant is unable to certify to any of the statements in this certification, the consultant shall attach an explanation to this certification.

The certification will be considered in connection with a review of the consultant's responsibility. Failure of the consultant to furnish additional information as requested by the SCDOT may render the consultant non-responsive.

Consultant shall provide immediate written notice to the SCDOT if, at any time prior to contract award, Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The certification is a material representation of fact upon which reliance was placed when making award. If it is later determined that the consultant knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the SCDOT may terminate the contract resulting from this RFP for default.

The primary consultant, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq, are applicable thereto.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

CERTIFICATION OF LOWER TIER ENTITIES REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The lower tier entity, _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

"Lower tier entity", for purpose of this certification, means an entity regardless of tier, other than the prime consultant, that is a subcontractor, supplier, fabricator, subconsultant, dealer, agent or representative in any transaction or performance of this contract..

If the lower tier entity is unable to certify to any of the statements in this certification, the lower tier entity shall attach an explanation to this certification.

The certification will be considered in connection with a review of the prime consultant's responsibility. Failure of the lower tier entity to furnish additional information to prime consultant as requested by the SCDOT may render the prime consultant non-responsive.

Consultant shall provide immediate written notice to the SCDOT if, at any time prior to contract award, Consultant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The certification is a material representation of fact upon which reliance was placed when making award. If it is later determined that the prime consultant or lower tier entity knowingly or in bad faith rendered an erroneous certification, in

addition to other remedies available to the State, the SCDOT may terminate the contract resulting from this RFP for default.

The lower tier entity, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 *et seq.*, potential cause of action under the False Claims Act as specified in 32 U.S.C. 3729- 3733, and prosecution for making a false statement as specified in 18 U.S.C. 1020, are applicable thereto.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The consultant certifies, to the best of its knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE CONSULTANT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONSULTANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of CONSULTANT and that neither I nor the above CONSULTANT I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, CONSULTANT certifies CONSULTANT and all sub-consultants, contractors, employees and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to the Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

CONFLICT OF INTEREST: By submitting a proposal, proposer agrees that, if an organizational conflict of interest is discovered after the proposal is submitted, the proposer must make an immediate and full disclosure to SCDOT that includes a description of the action that the proposer has taken or proposes to take to avoid or mitigate such conflict. If after award of the contract an organizational conflict of interest is determined to exist, SCDOT may, at its discretion, cancel the contract. If the proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to SCDOT, then SCDOT may terminate the contract for default.

The Consultant by signing this disclosure, certifies it does not have any financial or other interest in the outcome of the project, that it has no agreement, enforceable promise, or guarantee with any individual or company to provide any work on the project, that it does not have any association or professional or business relationships with anyone who has a financial interest in the outcome of the project, nor does anyone with a financial interest in the outcome of the project, exercise any control over the consultant's pay, employment, bonuses, or other area subject to external influence.

The Consultant, by signing this disclosure, further certifies that it is in compliance with the CONFLICT OF INTEREST (SCDOT COMMISSION): Section 23 of Act 40 of 2017 [now codified as S. C. Code Section 57-1-350(G)] prohibits a member of the SCDOT Commission serving on July 1, 2017 (the effective date of the Act) or thereafter, from having an interest, direct or indirect, in any contract awarded by the department during the member's term of appointment and for one year after the termination of the appointment. Therefore, any proposal or bid submitted to SCDOT in violation of this law will be disqualified.

The Consultant, by signing this disclosure, further certifies that it is in compliance with the CURRENT AND FORMER SCDOT EMPLOYEES policy: To avoid the appearance of any real or perceived favoritism, unfair advantage, undue influence, or conflict of interest, a proposal will be disqualified that names, identifies, or includes in any way a current or former SCDOT employee serving in a management level position within 365 days of the submittal. No communication or appearance shall be made by such current or former employee with SCDOT on such proposal, or the proposal will be disqualified. In addition no current or former employee, who served in a management level position or above, may work on or invoice for services performed on a project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

Consultant hereby indicates that it has, to the best of its knowledge and belief has:

- _____ Determined that no potential organizational conflict of interest exists.
- _____ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):
2. Describe measures proposed to mitigate the potential conflict(s):

Signature of Authorized Official

Date

Print Full Legal Name of Authorized Official

Company Name

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

Name

Phone

Company

John St. C. White, PE, Chief Procurement Officer
SFAA – Division of Procurement Services
1021 Main St, Suite 600
Columbia, SC 29201

Re: Protest of Award I-526 Country Corridor West – Small Business Program

Dear Mr. White,

Under 11-35-710(1) SCDOT has an exemption for the “construction, maintenance, and repair of highways, bridges, and roads;...” The contract entered into with Stantec was done under the exemption as it is for the design and related activities associated with the construction of the I-526 West project. As part of the contract with Stantec, they are to provide certain environmental mitigation measures, including, but not limited to, that which BB Foster is contracted to provide. The contract that Ms. Tanner is protesting was not awarded by SCDOT but rather by Stantec, SCDOT’s consultant. While there were employees of SCDOT on the panel that evaluated the responses submitted, and SCDOT facilitated the advertisement of the opportunity in SCBO, the contract for BB Foster’s services is not with SCDOT. SCDOT advertised the solicitation in SCBO in order to reach a broader audience and to get as much participation as possible.

While I appreciate Ms. Tanner’s tenacity at trying to win business with SCDOT, the contract cannot be protested as it is a contract between two private entities. Even if she were able to protest, BB Foster started working for Stantec upon award. Any protest period is long past. Please see the attached contract for Contract Modification #4 which added the services to Stantec’s contract.

Please let me know if any further information is required.

Thank you,

Emmett I. Kirwan

Emmett I. Kirwan
Procurement Director, Commodities and Services

cc: J. Darrin Player



Cost Plus Fixed Fee

<u>SCDOT Use Only</u>	
Contract No:	<u>1757</u>
CM:	<u>4</u>
Amount:	<u>\$15,702,175.22</u>
Start Date:	<u>02/23/2024</u>
Completion Date:	<u>06/30/2029</u>

<u>SCDOT Use Only</u>	
WBS No.:	<u>10P027507D1.Z001.2</u>
Functional Area:	<u>U120XD220_0086</u>
Commitment Item:	<u></u>
Organizational Unit:	<u></u>
PIN:	<u>P027507</u>

CONTRACT MODIFICATION
NUMBER FOUR (4)
BETWEEN
THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
AND
STANTEC CONSULTING SERVICES INC.

This Contract Modification Number Four (4), made and entered into this 23rd day of
February, 2024, by and between the South Carolina Department of Transportation,
hereinafter designated as “SCDOT,” and Stantec Consulting Services Inc., hereinafter designated
as “CONSULTANT,” collectively “the Parties.”

WITNESSETH

WHEREAS, on August 26, 2015, the Parties hereto entered into an Agreement,
hereinafter designated as the Basic Agreement (Contract Number 1757), for professional
engineering services; and,

WHEREAS, SCDOT by and through this Contract Modification Number Four (4) has
requested CONSULTANT to perform professional services to the extent and for the purpose
specifically defined in Attachment A; and,

WHEREAS, CONSULTANT has agreed to the request of SCDOT.

NOW THEREFORE, in consideration of the premises and of the mutual covenants set
forth, it is agreed by and between the Parties hereto as follows:

1. The scope of services and schedule specifically defined in ATTACHMENT A represent the total services and schedule required of CONSULTANT by this Contract Modification for the project which is also defined in ATTACHMENT A. ATTACHMENT A is attached hereto and specifically made a part hereof.

2. CONSULTANT's Engineering fee for this Contract Modification shall not exceed \$14,873,628.19, for salaries, payroll additives, overhead direct cost, and outside services, plus a fixed fee of \$828,547.03, (in the event that significant changes in the scope of work occur, the fixed fee may be adjusted to an amount that is fair and reasonable to both CONSULTANT and SCDOT), resulting in a maximum upper limit of \$15,702,175.22. CONSULTANT's Engineering fee is specifically defined in ATTACHMENT B. ATTACHMENT B is attached hereto and specifically made a part hereof.

3. CONSULTANT and its subconsultants shall comply with SCDOT's Policy for Architectural & Engineering Contractor Indirect Cost Rate Approval Memorandum (dated December 20, 2022). This memorandum and FHWA Order 4470.1A reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with SCDOT.

4. CONSULTANT shall maintain cost records and invoice for this Contract Modification Number Four (4) separately from the Basic Agreement, or any other project or Contract Modification. CONSULTANT, and its authorized subconsultants, shall maintain cost records in such manner as to comply with the policies set forth in Procurement, Management, and Administration of Engineering and Design Related Services (23 CFR 172) and also in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), and other directives as appropriate.

5. All provisions of the Basic Agreement and any Contract Modifications thereto except herein modified or changed will remain in full force and effect.

This Contract is subject to the provisions of SCDOT's DBE Program and 49 CFR Part 26. SCDOT is utilizing The *DBE Quarterly Reports* and *DBE Status Spreadsheet* as tracking tools.

The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for **each** DBE firm for every active contracts even if no payments were made to DBEs during the specified reporting period.

The DBE Status Spreadsheet reflects a summary of payments to **all committed** and **non-committed** DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.

Copies of the above referenced forms are attached and fillable documents, along with instructions, located on the SCDOT website at www.scdot.org.

The reporting quarter periods are January-March, April-June, July-September and October-December. The reports are due to the PM by the 15th day of the next month following the end of each quarter. Future payments may be withheld if the *DBE Quarterly Reports* and the *DBE Status Spreadsheet* are not submitted by the established deadlines.

6. Information Technology: All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by SCDOT. All systems, software, or information technology developed for this project shall become the sole property of SCDOT upon Contract completion, including any source code. No program management systems, software, or information technology products produced in whole or in part under this CONTRACT MODIFICATION will be subject to copyright by Consultant. SCDOT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its subconsultants, under this CONTRACT MODIFICATION.

The CONSULTANT and its designated employees, as well as any subcontractors and subconsultants of any tier, having access to SCDOT electronic data, is required to follow SCDOT's Acceptable Computer Usage Policy (http://iwww.dot.state.sc.us/pdf/departamental_directives/updated/DD37.pdf) which establishes guidelines for acceptable use and confidentiality of SCDOT's information technology for data entry into SCDOT'S computer system; provided that the section of the Policy pertaining to SCDOT's right to inspect any users email at any time is qualified to reserves unto SCDOT the right to inspect consultant, subcontractor or subconsultant emails that are SCDOT business related, including emails that are related to the services with which consultant is under contract.

The CONSULTANT and its designated employees, as well as any subcontractors and subconsultants of any tier, having access to SCDOT electronic data, is required to also follow SCDOT's IT Security Policy (http://iwww.dot.state.sc.us/pdf/IT_Security_Policies_09042012.pdf), which sets forth SCDOT IT Security Policy including Network Security Policy, Network Access and Authentication Policy, Physical Security Policy, Backup Policy, Incident Response Policy, Corporate Security Policies, VPN Site-to-Site Policy, Wireless Access Policy, Remote Access Policy, Confidential Data Policy, Guest Access Policy, Third Party Connection Policy, Outsourcing Policy, and Mobile Device Policy; the South Carolina Act 190 of 2008; the Financial and Identity Theft Protection Act; and the Personal Financial Security Act. Prior to access to the SCDOT network, each person designated by the CONSULTANT is required to sign an acknowledgment of the DD37 policy requirements.

The CONSULTANT's obligations with respect to the provisions of computer use and data confidentiality shall survive termination or expiration of the contract. Without limiting any rights SCDOT may have, and notwithstanding any other term of this contract, the CONSULTANT agrees that SCDOT may have no adequate remedy at law for a breach of the

CONSULTANT's obligations under this clause and therefore SCDOT shall be entitled to pursue equitable remedies in the event of a breach.

CONSULTANT is responsible for ensuring that it, as well as any subcontractors and subconsultants of any tier, having access to SCDOT electronic data, is required to manage and reduce risk by employing and using good cyber threat preventative measures. CONSULTANT, subcontractors and subconsultants shall use the National Institute of Standards and Technology's Risk Management Framework (NIST RMF) as its cybersecurity framework or use other comparable frameworks and standards for cyber security protection. CONSULTANT shall insert a NIST RMF or equivalent framework requirement provision in all subcontract for this Project which require or allow a subconsultant or subcontractor to have access to SCDOT data. CONSULTANT shall provide SCDOT, upon request, third party certifications to verify implementation of an industry recognized cyber security framework during the Project. Other comparable cyber security frameworks include: NIST RMF; NIST CSF; ISO IES 27001/ISO 27002; SOC 2; IASME Governance; CIS Controls version 7; COBIT 5; FedRAMP; HIPAA; GDPR; FISMA; NERC CIP; HITRUST CSF.

7. Execution in Counterparts: This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

8. Conflict of Interest (SCDOT Commission): By execution of this Contract Modification, CONSULTANT certifies CONSULTANT is in compliance with Section 23 of Act 40 of 2017 [now codified as S. C. Code Section 57-1-350(G)], which prohibits a member of the SCDOT Commission serving on July 1, 2017 (the effective date of the Act) or thereafter, from having an interest, direct or indirect, in any contract awarded by SCDOT during the member's

term of appointment and for one year after the termination of the appointment. Therefore, any proposal or bid submitted to SCDOT in violation of this law will be disqualified.

9. Prohibition on Procurement of Certain Telecommunications Equipment: In accordance with 2 CFR 200.216, Consultants, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

10. Terms and Conditions: This Contract shall be performed pursuant to the terms and conditions set forth in the Basic Agreement, which is incorporated herein by reference.

PROJECT SUMMARY

This PROJECT SUMMARY section is for informational purposes only and does not reflect a continuation of services or an accumulation of costs.

AGREEMENT	DATE	VALUE
Basic (#1757)	<u>08/26/2015</u>	\$10,703,265.79
CM #1 (#1840)	<u>06/17/2016</u>	\$ 3,141,803.13
CM #2 (#1887)	<u>03/29/2017</u>	\$ 611,986.24
CM #3 (#1757-M03)	<u>07/02/2020</u>	\$ 9,735,742.18
CM #4 (#1757-M04)	<u>02/23/2024</u>	<u>\$15,702,175.22</u>

[Signature blocks on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on
the dates indicated.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

STANTEC CONSULTING SERVICES INC.

Beaty, David
Digitally signed by Beaty, David
Date: 2024.02.12 13:44:50
-05'00'
Witness

By: 
(Signature)
Digitally signed by Perry, Michael
Date: 2024.02.12 12:35:32 -05'00'
Title: Vice President

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION


Witness

By: 
Acting Deputy Secretary for Finance &
Administration or Designee

RECOMMENDED BY:

By: 
Digitally signed by Chris J. Gaskins
Date: 2024.02.12 15:52:06
-05'00'
Deputy Secretary or Designee 

REVIEWED BY:

By: 
Tyler A. Clark
Date: 2024.02.01 06:46:30 -05'00'
Title: OAD Program Manager

PROFESSIONAL SERVICES CONTRACTING

NCP Digitally signed by NCP
Date: 2024.01.24 12:04:51
-05'00'
By: J. Darrin Player
Digitally signed by J. Darrin Player
Date: 2024.02.12 15:14:56 -05'00'
Chief Procurement Officer or Designee

EXHIBITS

CERTIFICATION

NO SCDOT COMMISSIONER INTEREST OR RECENT SCDOT EMPLOYEE INTEREST


As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended):
 - a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member's term of appointment and for one year after the termination of the appointment.
 - b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member's term of appointment and for one year after the termination of the appointment.
2. In accordance with SCDOT Departmental Directive 45(a) regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

No current or former employee, who served in a management level position or above, may work on or invoice for services performed on this Project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub-consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

STANTEC CONSULTING SERVICES INC.

By :  Digitally signed by Perry, Michael
Date: 2024.02.12 12:35:12 -05'00'
(Signature)

Print Name: Michael Perry, PE

Date: 2/12/2024

Its: Vice President

SCOPE OF SERVICES

I-526 LCC WEST – Contract Modification 4

ATTACHMENT A

SCOPE OF SERVICES

**I-526 LOWCOUNTRY CORRIDOR (LCC) WEST PROJECT
CHARLESTON COUNTY
FROM PAUL CANTRELL BOULEVARD (SC-461) TO VIRGINIA AVENUE (S-58)
Contract Modification 4**

January 9, 2024

SCOPE OF SERVICES

I-526 LCC WEST – CM4

January 9, 2024

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PROJECT DESCRIPTION

The I-526 Lowcountry Corridor (LCC) WEST Improvement Project extends from Paul Cantrell Boulevard (SC-461) to Virginia Avenue (S-58). In summary, the project will widen I-526 from its current two lanes in each direction to four lanes in each direction and reconfigures the I-26 / I-526 interchange. The project also revises its connections on I-26 and therefore extends to just north of Aviation Avenue to just south of Montague Avenue. The location of the project limits is illustrated in Figure 1.

Previous work by the **SCDOT** and the **CONSULTANT** team completed the I-526 LCC WEST Project Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) approved by the Federal Highway Administration (FHWA). This Contract Modification will achieve the following significant work elements during the Right-of-Way & Environmental Justice (EJ) Community Mitigation Phase of work on the project:

1. Advance preliminary road and bridge plans to right-of-way plans to be utilized to initiate right-of-way acquisition.
2. Continue coordination with major utilities that will have been prioritized for relocation.
3. Develop and implement the Environmental Justice Community Mitigation Implementation Plan and assist the **SCDOT** with implementation of the elements outlined in this scope.
4. Continue Public Outreach efforts.

The scope of this contract modification has been organized into the following tasks:

- | | |
|----------|---|
| Task 1: | Project Organization and Management |
| Task 2: | Field Surveys |
| Task 3: | Railroad Coordination |
| Task 4: | Traffic Studies and Modeling |
| Task 5: | NEPA – Not required for this contract modification. |
| Task 6: | Public Outreach |
| Task 7: | Roadway |
| Task 8: | Bridge and Roadway Structures - Not required for this contract modification. |
| Task 9: | Hydrology/Hydraulic - Not required for this contract modification. |
| Task 10: | Value Engineering – Not required for this contract modification. |
| Task 11: | Geotechnical Services -Not required for this contract modification. |
| Task 12: | Utility Coordination |
| Task 13: | Subsurface Utility Engineering (SUE) |
| Task 14: | Implementation of EJ Mitigation Plan Improvements |
| Task 15: | SCDOT Right-of-Way Acquisition, Relocation, and Advisory Services |
| Task 16: | Environmental Justice Mitigation Parcel Identification and Acquisition Services |
| Task 17: | Project Management Plan |

Task 18:	Project Financial Plan
Task 19:	Grant Application Assistance
Task 20:	Design Adjustment
Task 21:	Cost Estimate and Risk Updates
Task 22:	Cost Schedule and Risk Analysis (CSRA) Update

Project tasks below that are identified with an asterisk (*) are tasks which are expected to be assigned staff-hours.

The above project scope tasks are described on the following pages.

Services to Be Provided by the SCDOT

1. Any project planning documents (scoping meeting summaries, etc.), reports, data, and information in possession of the **SCDOT**, which may prove pertinent to the work such as existing plans.
2. Existing policies and procedures of the **SCDOT** with reference to geometrics, standards, specifications, and methods pertaining to all phases of the **CONSULTANT's** work.
3. Computer media, as available of all pertinent **SCDOT** standard drawings to be modified from which plan sheets may be prepared by the **CONSULTANT**.
4. Unit cost data for similar type projects as may be available from the **SCDOT** (if needed).
5. Copies of plans for similar type construction as may be available from the **SCDOT**.
6. Composition and placement of legal advertising for access to the property in the project area for surveys, Geotechnical borings, and fields visits.
7. The **SCDOT** will perform necessary maintenance activities to ensure that pipe outlets are accessible for surveys.
8. The **SCDOT** will perform pavement design activities including FWD testing and pavement cores and will provide the **CONSULTANT** with the pavement design as necessary (not required for this Contract Modification).

Schedule: It is anticipated that the services contained in this Contract Modification #4 are to be provided over a 60 (sixty) month period from the Notice-to-Proceed.

Figure 1



NOTE: CIEP Project Areas shown for reference only, work within these areas to be completed within Contract Modification 5.

1 PROJECT ORGANIZATION AND MANAGEMENT

1.1 Project Management (*)

The Project Management task assumes a sixty (60)-month schedule for the completion of the following tasks in this contract modification.

This task includes the **CONSULTANT's** management time for overseeing and directing the project including coordination and correspondence with the **SCDOT**, coordination with subconsultants, coordination and data collection, and meetings per sections 1.1.1 through 1.1.4 (assumes schedule of sixty (60) months from Notice-to-Proceed).

1.1.1 Project Stakeholder Status Meetings (*)

In order to provide consistent communication and updates throughout the project, status meetings will be held between the managers for the **CONSULTANT**, the **SCDOT**, and **FHWA** on a semi-annual basis during the duration of the project. The **CONSULTANT** will prepare a draft agenda and will develop a summary of each meeting and distribute it to the meeting participants and the Project Stakeholders.

1.1.2 Project Status Meetings (*)

In order to provide consistent communication and updates throughout the life of the project, status meetings will be held between the managers for the **CONSULTANT**, the **SCDOT**, and **FHWA** on a monthly basis during the duration of the project. The **CONSULTANT** will prepare a draft agenda and will develop a summary of each meeting and distribute it to the meeting participants and the Project Team. It is anticipated that sixty (60) Project Status Meetings will occur.

1.1.3 Project Team Meetings (*)

Team meetings, for various disciplines, will be used in order to address outstanding, complex, or sensitive issues that arise during the development of the project requiring special attention the **SCDOT** and/or **FHWA** leadership. It is anticipated that sixty (60) Project Team meetings will occur.

1.1.4 Local and State Officials Briefing (*)

Throughout the life of the project the **CONSULTANT** will be available to meet and brief elected officials on the project. It is planned that 10 different power point presentations will be prepared. It is assumed the following briefing meetings will be required:

- Total of fifteen (15) meetings with state and local officials

1.2 Schedule (*)

The **CONSULTANT** will maintain a flow chart of activities and a milestone schedule. The flow chart and schedule will provide the **SCDOT** with a sequential scheme of events and dates to measure the project's progress. The **CONSULTANT** will update the schedule quarterly and submit to the **SCDOT** for

review during Project Team Meetings as described in Section 1.1.3 and as part of the **CONSULTANT's** monthly progress report to the **SCDOT**.

1.3 Power BI Dashboard (*)

The **CONSULTANT** will develop and maintain a Power BI Dashboard that provides a summary of the project status and financials. This Power BI Dashboard will be utilized as an overall Program Management tool. The **SCDOT** will provide monthly updates on project information needed for this dashboard upon request by the **CONSULTANT**. The **CONSULTANT** will be responsible for updating this dashboard on a weekly basis and providing access and user support to the project team. It is expected that multiple reporting pages will be created and maintained detailing Environmental Commitments, Costs, Right-of-Way Acquisition Tracking, Replacement Housing Tracking, Permits, Community Infrastructure Enhancement Plan and others as may be requested. It is assumed that ten (10) pages may be developed.

The **CONSULTANT** will design the Power BI Dashboard such that it enables standardization, is easily maintained, and remains flexible and scalable for future readiness. A phased approach will be utilized.

- Identification: **CONSULTANT** will meet with key **SCDOT** personnel and discover information the **SCDOT** desires to meet through Power BI reporting
- Discovery: **CONSULTANT** will work closely with the **SCDOT** to evaluate and learn which systems, tools, and databases the **SCDOT** currently has that may be used to help deliver a BI solution or might be storing the data/metrics that answer the core questions and needs identified in the Identification phase. Through this phase, **CONSULTANT** will learn the **SCDOT's** preferred delivery methods and identify any key metrics or data that are not currently tracked in the **SCDOT's** information systems.
- Recommendation: **CONSULTANT** will compile all the information gained during the Identification and Discovery Phases of the project and share this with the **SCDOT** creating a road map of how **CONSULTANT** will develop and deploy Power BI reporting.
- Development: **CONSULTANT** will create data pipelines and design the overall system architecture of Power BI utilizing information gathered to date.
- Adaptation: **CONSULTANT** will assist the **SCDOT** in the integration and adoption of Power BI to users identified and assigned by the **SCDOT**.
- Recommence: Following initial deployment of Power BI, should the **SCDOT** request additional metrics or dashboards be created, **CONSULTANT** will provide the next steps and recommendations on how to scale the current tool to capture these new requests.

1.4 Progress Report (*)

Each month the **CONSULTANT** will provide a progress report along with the monthly invoice that detail the month's activities and reports any upcoming project milestones. It is assumed that ETEAMS will not be used for this project.

1.5 Quality Assurance and Quality Control (QA/QC) (*)

The **CONSULTANT** shall provide project management review for all deliverables. The **CONSULTANT's** QA/QC procedures shall be documented in the form of a QA/QC Plan and submitted to the **SCDOT** for review. For each deliverable, the **CONSULTANT** shall have evidence of their internal review and mark-up of the deliverable and preparation for submittal. The **CONSULTANT** shall store them as part of their internal QA process and will be made available upon the **SCDOT's** request.

1.6 Meetings/Travel

- Ten (10) Project Stakeholder Status Meetings
- Sixty (60) Project Status Meetings
- Sixty (60) Project Team Meetings
- Project Stakeholder Status Meetings, Status Meetings and Team Meetings will be held virtually and not require travel.
- Up to fifteen (15) meetings with state and local officials.
- Develop up to ten (10) different power point presentations and attend up to fifteen (15) project briefing meetings.

1.7 Deliverables

- Ten (10) Project Stakeholder Meeting summaries
- Sixty (60) Project Status Meetings summaries
- Schedule
- QA/QC Plan
- Progress Reports

2 FIELD SURVEYS

For the most part, the field survey tasks previously scoped in this project have been completed successfully by the **CONSULTANT**. However, there may be additional survey needs as the project continues to progress. For estimating purposes, it is assumed that surveys will be required for the forty-five (45) parcels to accommodate relocations and fifty (50) strip-acquisitions to accommodate construction limits of the proposed project(s). The following tasks describe the potential additional efforts needed during the next phase of work.

NOTE: It is assumed for the project areas east of Rivers Avenue, the I-526 EAST **CONSULTANT** team will be responsible for all survey tasks in this area since they are already contracted for that effort.

2.1 Field Survey Scope (*)

The **CONSULTANT** may perform additional field surveys tasks including but not limited to determine accurate elevations and locations of existing storm drainage pipes, culverts, and outfall ditches, development of property at specified locations, and existing right-of-way. All surveys shall conform to the **SCDOT's** "Preconstruction Survey Manual" (latest edition), and all deliverables shall be reviewed for quality assurance. It is assumed that no additional Primary Survey Control (PSC) will be needed for the project.

2.1.1 Field Survey Outline

CONSULTANT will supplement the previously established Primary Survey control baseline set during the aerial mapping of the project with Main Survey Control, Secondary Survey horizontal control points, and third order vertical control suitable for all subsequent surveying. The survey will tie to the SC State Plane coordinate system to be a basis for all surveys required on the project (NAD 83 horizontal datum with current adjustments and NAVD 88 vertical datum). The project vertical datum will be referenced to the airport vertical datum.

2.1.2 CONSULTANT will conduct courthouse research to obtain deeds and/or plats of record from the County Register of Deeds in order, where available to gather the current owner's name, address, tax map number, total area of parcel, and corresponding Plat Book with page and/or Deed Book with page Number(s) for the property owners as listed on the Tax Assessor's records ninety-five (95) parcels anticipated).

2.1.3 CONSULTANT will field locate and survey detectable property monuments for the impacted parcels. The monuments that are found will be tied into the survey and mapping horizontal control.

2.1.4 CONSULTANT will establish present right-of-way lines. The location and bearings of property lines intersecting the proposed right-of-way will be determined by surveyed corners or by data from available records where corners cannot be found. Information used to compute property lines will be limited to data that is part of the public record. This is considered partial property corner ties and does not constitute full boundary surveys.

2.1.5 CONSULTANT will maintain appropriate signage for traffic control purposes at all times when working within or near the existing traffic areas. Interstate corridors with grass medians can utilize signage and a truck with lights for traffic control (Level 1). Interstate corridors with median barrier walls will require supplemental traffic control work zones (Level 2).

2.2 Supplemental Field Surveys (*)

Additionally, one hundred (100) field-crew hours and twenty (20) man-hours for

a Survey Manager are estimated for future survey needs.

2.3 Deliverables

- Report listing the established project controls.
- One (1) digital copy of all courthouse Deeds, Plats and Property Ownership records.
- One (1) digital copy of Planimetric (2D) Property Strip map and Existing Roads Right-of-Way in MicroStation format.

3 RAILROAD COORDINATION

3.1 Meetings (*)

The **CONSULTANT** will coordinate with the owners of the two railroad companies impacted within the footprint of the project. CSX Transportation and Norfolk Southern (NS) Corporation each have lines in the area. This task will involve attending up to four (4) meetings with the railroad owners to ensure that the needs of the railroad company are understood and incorporated into the design of the project. It is assumed preliminary bridge plans and design criteria will be reviewed by CSX Transportation and its consultant or NS Corporation and its consultant, as appropriate. It is assumed two (2) informational only meetings with Palmetto Railways will be required. Any special requirements related to the replacement of the existing structure will be included into the design- build RFP. It is also assumed right-of-way permits, railroad protective insurance, and a flagman will be required for all field work activities within the railroad rights of way.

3.2 Preliminary Engineering Agreements (*)

The **SCDOT's** Railroad Projects Office will draft, review, and secure the Preliminary Engineering (PE) Agreement between the **SCDOT** and railroad(s). The **CONSULTANT** will assist the **SCDOT's** Railroad Project Manager with the development of the project description that will be incorporated into the agreement. The railroad(s) invoices associated with the PE agreement will be paid by the **SCDOT**.

3.3 Plan Submittals (*)

It is assumed the owner of the railroad will require Concept Plans and Right-of-Way Plans for review. Concept Plan review has been completed by the railroads.

CONSULTANT will prepare exhibits for each specific railroad crossing generally consisting of a plan & profile view, and cross-sections as may be required.

The Railroad Coordinator will provide feedback to the design team and the **SCDOT** in an effort to improve constructability, reduce the impact of construction activities on train schedule, and will check each submission for compliance with applicable railroad design criteria. This project is assumed to be delivered using Design Build procurement. Design Build project specific

criteria will be provided for inclusion in the RFP.

3.4 Deliverables

- Exhibits depicting the details of the proposed design contained within the right-of-way plans at each railroad crossing.
- Preliminary Engineering agreements with NS and CSX for construction of new aerial crossings over the railroad's rights of way.

4 TRAFFIC STUDIES AND MODELING

4.1 Congestion Management Mitigation Analysis (*)

CONSULTANT will conduct a planning-level analysis of Transportation Systems Management & Operations (TSMO) and Intelligent Transportation Systems (ITS) practices which could be implemented along the corridor to mitigate congestion. **CONSULTANT** will investigate how TSMO, and ITS practices can either be enhanced or added along the corridor and along adjacent arterials, including but not limited to:

Closed-Circuit Television (CCTV);
Dynamic Message Signs (DMS);
Road Weather Information; System (RWIS);
Fog Detection Systems;
Variable Speed Limits;
Hard Shoulder Running (HSR);
Ramp Metering;
Automated Traffic Signal;
Performance Measures (ATSPM);
Transit Signal Priority (TSP);

Enhanced Incident Response;
Dynamic Routing;
Active Workzone Notification.
Cellular Vehicle-to-Infrastructure (C-V2I);
Park and Ride;
Connected and Autonomous Vehicle Accommodations;
Enhanced Lane Markings;
High Occupancy Vehicle Lanes;
High Occupancy Toll Lanes;
Dedicated Truck Lanes;
Congestion Pricing; and
Truck Platooning

CONSULTANT will include the TSMO improvements that are selected for inclusion in the project within the Freeway Network model to show how they may improve the LOS in the design year.

CONSULTANT will prepare a technical memorandum providing implementation examples of TSMO and ITS congestion management practices, pros and cons of congestion management strategies of the I-526 WEST corridor specifically, and potential implementation strategies for appropriate congestion management practices for the I-526 corridor.

4.2 Deliverables:

- Updated VISSIM model with outputs and analysis for opening year and design year reflecting selected TSMO improvements.
- Tech Memo on I-526 congestion management mitigation strategies.

5. NEPA – NOT REQUIRED FOR THIS CONTRACT MODIFICATION

6. PUBLIC OUTREACH

6.1 Public Outreach Plan (*)

Each year under this scope of work, the **CONSULTANT** will develop an "Annual Public Outreach Plan" that will detail the public outreach objectives to be accomplished for the next twelve (12)-month period as well as the means and methods for accomplishing those goals. This will identify each of the public outreach tools to be implemented as well as an approximate schedule for each event. The Annual Public Outreach Plan will be structured to connect with individual residents, neighborhood association officers, business owners/operators, not-for-profit directors, chamber of commerce officials, police officers, elected official's staff, city and county planning staff members, transit/bus officials, media representatives, faith-based leaders, school administrators, business partnerships, transit officials, and others within the white, African American and Hispanic communities.

It is anticipated that each outreach strategy, to be employed, will be developed considering insight into the different communities that will be affected by the project, their histories, concerns, issues and their abilities and constraints to participate in public involvement activities. The **CONSULTANT** will produce this document in draft form and upon approval by the **SCDOT**, will be submitted as final. The Annual Public Outreach Plan will be included as an appendix in the Annual EJ Community Mitigation Implementation Plan.

However, these plans will be a document that can be revised as necessary when adjustments are necessary in the project execution.

The **CONSULTANT** will be responsible for assisting the project team with execution of the Annual Public Outreach Plan. The **CONSULTANT** will assess and evaluate the outreach strategies and provide suggestions when various strategies may not be as successful as originally envisioned. The **CONSULTANT** will prepare plan updates and inform project stakeholders at the regularly scheduled Project Status Meetings (1.1.2) on the overall status of the strategies.

6.2 Media Day Events (*)

The **CONSULTANT** will plan and organize Media Day events for the project at the direction of SCDOT and in coordination with the Office of Public Engagement. Media Day will typically be held at the Community Office and will be preceded by an approved press release announcement. Various television, radio, and print media outlets will be scheduled to allow sufficient time for individual questions to be asked and answered. These events will be scheduled around media deadlines to achieve the best participation.

6.3 Social Media and Project Website (*)

The **CONSULTANT** will assist the **SCDOT** with developing content for various social media outlets, such as Twitter and Facebook. The **CONSULTANT** team will provide and distribute regular project updates and educational content, including photos and videos of the project team and current activities, for social media content. The information obtained from this will be provided to the project team and included in the project database. The **SCDOT** will be responsible for reviewing and editing social media content. The **CONSULTANT** will be responsible for posting content to social media feeds. Responses to questions delivered via this platform will not be provided by the **CONSULTANT**. The **CONSULTANT** will post all content and the **SCDOT** will provide any necessary responses. The **CONSULTANT** will prepare up to eight project-specific social media posts each month for the **SCDOT**'s review and approval. The **CONSULTANT** will review social media analytics and provide recommendations on the most efficient use of social media to maximize the distribution of project information. The **CONSULTANT** will recommend social media promotions and content for review and approval. The **CONSULTANT** will be responsible for executing approved social media promotions. The **CONSULTANT** will be responsible for the creation of social media events, as warranted, that will be approved by the **SCDOT** before publishing.

The **CONSULTANT** will overhaul the current project website by creating a new simplified project website that reflects the phase of the project. This would include creation of additional text and graphics. The **CONSULTANT** will work with the previous developer of the existing site to transfer all assets and document the existing site. The new website will shift the focus to the EJ Mitigation phase and, if requested, to the construction process depending on project scheduling. For purposes of continuity of branding/messaging, this website will also provide information relating to the I-526 EAST project. Proposed website designs and layouts must be submitted to the **SCDOT** for review and approval before going live on the website.

The **CONSULTANT** will be responsible for the hosting of the website while they are charged with website development and maintenance. The website must be a responsive design which meets all web accessibility requirements outlined in the two following checklists:

- <http://webaim.org/standards/508/checklist>
- <http://webaim.org/standards/wcag/checklist>

While every effort will be made to ensure sufficient color contrast and readability, materials that are otherwise created in other areas of this scope such as PowerPoint presentations and Newsletters and subsequently placed on the project website for information purposes will not be the responsibility of the **CONSULTANT** to retroactively make Section 508 Compliant. The website must be functional for viewing and interaction on smartphones and tablets.

The **CONSULTANT** will provide overall maintenance and routine updates to the website over the term of this contract. The domain will be transferred from the existing website to the new website. The website domain names will remain the property of the **SCDOT** and will be released to the **SCDOT** at the termination of this contract.

The **CONSULTANT** will provide analytics to the **SCDOT** at key points to assess the performance of the site. It is assumed, analytics will be provided no more than four (4) times for the duration of this contract.

6.4 Graphic Materials (*)

The **CONSULTANT** will be responsible for the content development, design, editing, and branding for all presentations materials. These materials could include PowerPoint slides, boards, flyers, postcards, newsletters, or other materials. The materials used will include text, graphic materials, and maps. The **CONSULTANT** will provide all quality control of materials prior to submittal to the **SCDOT**.

6.5 Visualizations (*)

From time-to-time, it is important members of the public clearly understand the proposed design elements for the I-526 project. Therefore, the **CONSULTANT** is prepared to develop various project renderings of how the final product will look. The **CONSULTANT** is able to prepare both "still" renderings as well as motion" renderings, such as fly throughs. At this time, it is assumed that that up to twenty (20) "still" renderings will be produced.

6.6 Supplemental Outreach Materials (*)

Depending upon the specific needs of the project, various other additional outreach materials could be needed to effectively connect with the public throughout this period. The **CONSULTANT** will provide Environmental Justice Community Outreach efforts. The **CONSULTANT** will provide quality control

reviews for any outreach and marketing materials produced to ensure that materials produced by the **CONSULTANT** are following brand guidelines.

The following are included in the scope of work for consideration:

6.6.1 Project Newsletters (*)

Prepare newsletters to provide periodic updates to various community groups. It is anticipated these newsletters will be emailed.

6.6.2 Flyers (*)

The **CONSULTANT** is prepared to design, print, and distribute flyers to disseminate project information to various communities or groups.

6.6.3 Postcards (*)

Postcards have been a proven method for distributing project information to specific neighborhoods. The **CONSULTANT** will design, print, and mail various postcards as appropriate to update the community on the project.

6.6.4 Public Service Announcements (*)

At the appropriate time, the **CONSULTANT** will develop and distribute Public Service Announcements (PSAs) to media outlets related to project information. It is assumed that three (3) outlets will be used per PSA.

6.6.5 Coordination with Schools and Places of Worship (*)

It is known that schools and places of worship are effective in sharing project information to their constituents. The **CONSULTANT** will use these resources to disseminate project information.

6.6.6 Community Canvassing (*)

On special occasions, community and neighborhood canvassing has proven to be effective in getting project information into the hands of local citizens. The **CONSULTANT** will provide services when necessary.

6.6.7 Spanish Translation Services (*)

Due to the communities in the footprint of this project, most of the public disseminated newsletters, flyers, postcards, and canvassing materials will be developed in both English and Spanish languages. The **CONSULTANT** will provide these services.

6.7 Deliverables

- Five (5) Annual Public Outreach Plans
- Five (5) Media Day Events
- 150 Social Media Posts
- Various graphic materials
- Twenty (20) still project renderings
- Newsletter [ten (10) versions]

- Flyers [twenty (20) versions]; approximately one thousand six hundred (1,600) per mailing
- Postcards [twenty (20) versions]; approximately two thousand two hundred (2,200) per mailing
- Twenty (20) PSA's; assume three (3) outlets per PSA
- Two (2) community canvassing for EJ Neighborhoods

7 ROADWAY

7.1 Preliminary Right-of-Way Plans (*)

Preliminary plans have been developed for the purpose of establishing preliminary environmental impacts and proposed new right-of-way throughout the extents of the project limits. The **CONSULTANT** shall continue to develop the overall project preliminary plans as needed along with any changes to resulting impacts and required right-of-way to aid the **SCDOT** in right-of-way acquisition.

The **CONSULTANT** will continue to develop the preliminary right-of-way plans into one overall set for all improvements associated with I-26, I-526, and associated interchanges and collector/distributor roads. The **CONSULTANT** will provide additional sheets for informational purposes to include right-of-way sheets showing additional tract information in tabular format, reference data for existing and proposed alignments on separate sheets and an index of sheets provided on its own plan sheet to allow for more detail. It is anticipated that the **CONSULTANT** will participate in a right-of-way plan review workshop to review the plan set with the **SCDOT** personnel.

The **CONSULTANT** shall conform to the following design standards during the development of the preliminary plans:

- The **SCDOT's** Standard Specifications for Highway Construction, Latest Edition;
- The **SCDOT's** Road Design Reference Material for **CONSULTANT** Prepared Plans;
- The **SCDOT's** Standard Drawings for Road Construction;
- The **SCDOT's** Engineering Directive Memoranda and Instructional Bulletins, Latest Edition;
- Standard Provisions of the **SCDOT**;
- 2009 SCDOT Supplemental Specifications for Roadway Lighting
- AASHTO Roadway Lighting Design Guideline (latest edition)
- QA/QC Roadway Design Checklists;
- The **SCDOT's** Roadway Design Manual, latest edition as of the date of the contract;

- 2011 AASHTO “Green Book” and other applicable AASHTO standards; and
- The **SCDOT’s** Access and Roadside Management Standards (ARMS) Manual, Latest Edition
- AASHTO A Policy on Design Standards – Interstate System, 2016

7.1.1 The preliminary design plans shall contain sufficient details of pertinent physical features to illustrate the concept which will include:

- Typical sections
- Interchange geometric overview (reduced scale)
- Geometric control (vertical and horizontal)
- Right-of-Way Data Tables and Property Strip Maps
- Reference points
- Horizontal and vertical alignments
- Intersection layout
- Review of sight distance considerations
- Non-standard major driveway grades and tie-ins
- Review of guardrail warrants and slope adjustments
- Limits of existing right-of-way and adjacent properties
- Development of major storm drainage features including outfall ditches sediment basins, detention basins, and roadway ditches
- Type, size, and location of existing major utility facilities
- Preliminary cross-sections at one hundred (100) feet interval on tangents and fifty (50) feet intervals on curves
- Construction limits
- Property lines, property parcel number, and ownership
- Proposed right-of-way and easements
- Control of access lines (if necessary)
- Preliminary Construction Maintenance/Sequencing Sketches
- Noise Wall locations and envelopes
- Retaining Wall locations and envelopes
- Preliminary lighting locations and photometric calculations for recommended alternative only
- ITS design and/or relocation

7.1.1.1 Respond to comments and finalization of preliminary roadway plans.

7.1.2 Prior to delivery of the plans and reports to the **SCDOT**, the **CONSULTANT** shall perform QA/QC of all deliverables. (*)

7.1.3 Identify preliminary right-of-way requirements and environmental impacts. (*)

7.1.4 Revise preliminary right-of-way plans on an as needed basis as right-of-way acquisition progresses. Assume 30 parcels requiring plan

updates for this contract modification. (*)

7.1.5 Identify and coordinate with the **SCDOT** design exceptions. (*)

7.2 Deliverables

- One overall PDF file of Preliminary Right-of-Way Roadway Plans showing the required right-of-way within the project limits. Hard copy sets will not be provided by **CONSULTANT**.
- Revisions to right-of-way plan sets as needed.

Assumptions:

- I-526 will be widened to a total of eight (8) lanes with two (2) additional lanes added in the median from Paul Cantrell Boulevard to the I-26/I-526 interchange. Two (2) additional eastbound lanes and two (2) additional westbound lanes will be added to the outside on parallel structures from the I-26/I-526 interchange to the I-526/North Rhett Avenue/Virginia Avenue interchange.
- No additional through lanes will be added to I-26; however, the collector-distributor roadway that serves Aviation Avenue and Remount Road will be widened and extended in both directions.
- No additional accommodations for possible future HOV/HOT lanes on the I-526 mainline will be included in the plans.
- Right-of-Way Plans to be developed in order to provide geometry and the limits of the required right-of-way.
- Right-of-Way Plans shall be utilized for future project development.
- The current design at I-526 and Paul Cantrell Boulevard interchange includes improvements to I-526 westbound exiting to Paul Cantrell Boulevard and westbound Paul Cantrell Boulevard only.
- Right-of-Way limits will take into account relocation of utilities.

8 BRIDGE AND ROADWAY STRUCTURES – NOT REQUIRED FOR THIS CONTRACT MODIFICATION

9 HYDROLOGY/HYDRAULIC – NOT REQUIRED FOR THIS CONTRACT MODIFICATION

10 VALUE ENGINEERING – NOT REQUIRED FOR THIS CONTRACT MODIFICATION

11 GEOTECHNICAL SERVICES – NOT REQUIRED FOR THIS CONTRACT MODIFICATION

12 UTILITY COORDINATION

The **CONSULTANT** will provide Utility Coordination services for the **SCDOT** for the following projects located in Charleston County, South Carolina:

- Utility Relocation Packages for Santee Cooper and Dominion Energy regarding the relocation of Transmission lines in the I-526/I-26 project corridor – blue, red, and purple phases (based on concept drawings as

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provided by Stantec).

- Utility Relocation Package for DLA (Defense Logistics Agency) regarding relocation of fuel line at Remount Road and I-26.

Assumptions:

- DLA Fuel Line Relocation – one utility
- Transmission Line Relocations - two (2) utilities (Santee Cooper and Dominion Energy)
- All estimated direct costs for specific project tasks will require supporting documentation.
- Separate packages and deliverables are assumed.
 - Only Packages for Santee Cooper, Dominion Energy and DLA will be provided. These packages will include agreements, relocation plans and other incidentals necessary for the **SCDOT** to approve early relocation.

The **CONSULTANT** shall have the responsibility of coordinating the Project development with all utilities that may be affected. All utility relocations shall be handled in accordance with the **SCDOT's** "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A & B.

These services shall be performed by individuals skilled and experienced in utility coordination services.

The **CONSULTANT** shall work with designers of the Project to avoid conflicts with utilities where possible and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-built plans, or provided by the **SCDOT** or some other source. The **CONSULTANT** will be expected to determine all utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible.

The utility company shall not begin their relocation work until authorized in writing by the **SCDOT**.

12.1 Relocation Packages for Dominion Energy Transmission, Santee Cooper Transmission and DLA Fuel (100% Plan Drawings)

12.1.1 Relocation Drawing Request (*)

The **CONSULTANT** shall request each utility company to provide a Relocation Drawing of their affected utilities. The utility company may use the **SCDOT's** design plans for preparing Relocation Drawings. These plans shall contain all available data that may be helpful to the utility company in assessing the utility impact. If a party other than the utility company or its agent prepares Relocation Drawings, there shall be a

concurrence box on the plans where the utility company signs and accepts the Relocation Drawings as shown.

12.1.2 Utility Agreement Collection (*)

The **CONSULTANT** shall be responsible for collecting the following from each utility company: Relocation Drawings including letter of "no cost" where the company does not have a prior right; Utility Agreements including cost estimate, relocation plans and prior rights documentation where the company has a prior right; Applicable approved permits must be in place for Utility Owners and Easement acquisition documentation if applicable.

12.1.3 Utility Agreement Review (*)

The **CONSULTANT** shall review all Relocation Drawings and Utility Agreements to ensure that relocations comply with the **SCDOT's** "A Policy for Accommodating Utilities on Highway Rights-of-Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The **CONSULTANT** shall also ensure that there are no conflicts with the proposed highway improvements plans.

12.1.4 Progress Review Meetings (*)

The **CONSULTANT** will conduct progress review meetings with the **SCDOT** Program Manager. Twelve (12) total.

12.1.5 Utility Relocation Package Submittals (*)

The **CONSULTANT** is expected to assemble the information included in the Utility Agreements and Relocation Drawings in a final and complete form and in such a manner that the **SCDOT** may approve the submittals with minimal review. Each Utility Agreement and Relocation Drawing submitted must be accompanied by a certification from the **CONSULTANT** stating that the proposed relocation will not conflict with the proposed highway improvement. The report shall also contain the **CONSULTANT's** recommendation for approval of the Utility Agreements and Relocation Drawings and the **CONSULTANT's** recommendation that, from a utility's standpoint, the Project is ready to be let to contract.

13 SUBSURFACE UTILITY ENGINEERING (SUE)

13.1 SUE Work

This task will be performed for utilities maintained by Santee Cooper, Dominion Energy, and the DLA (Defense Logistics Agency) as further described in the Utility Coordination task. The **CONSULTANT** shall perform work in two phases.

The first phase consists of designating services (Quality Level B, C and D). For the purpose of this Agreement, "designate" shall be defined as indicating, by marking, the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of test hole services (Quality Level A). For the purpose of this Agreement, "locate" means to obtain the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole. The **CONSULTANT** shall provide these services as an aide in the design of major utility relocation plans for the project. Before SUE work commences the plan shall be coordinated with the **SCDOT** program manager.

Unless specifically stated otherwise, the **CONSULTANT** shall adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

SUE services include QA/QC of all field work and documentation prior to release.

13.2 Designating (*)

13.2.1 In the performing of designating services under this Agreement, the **CONSULTANT** shall:

- 13.2.1.1** Provide all equipment, personnel and supplies necessary for the completion of Quality Level 'B' information for approximately 15,500 LF of underground utilities.
- 13.2.1.2** Provide all equipment, personnel and supplies necessary for the accurate recording of information for approximately forty (40) poles of aerial utilities and 1,550 LF of Level "C" utilities.
- 13.2.1.3** Conduct appropriate records and as-built plans research and investigate site conditions.
- 13.2.1.4** Obtain all necessary permits from city, county, state, or any other municipal jurisdictions to allow the **CONSULTANT** personnel to work within the existing streets, roads, railroads, and rights-of-way.
- 13.2.1.5** Designate the approximate horizontal position of existing utilities by paint markings in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for each individual project.
- 13.2.1.6** Survey designating marks, which shall be referenced to project control provided by the surveyor of record.

- ### 13.3 Locating (*)

utility at a test hole referenced to the project survey datum; (c) the outside diameter of the utility and configuration of non-encased, multi-conduit systems; (d) the utility structure material composition, when reasonably ascertainable; (e) the benchmarks and/or project survey data used to determine elevations; (f) the paving thickness and type, where applicable; (g) the general soil type and site conditions; and (h) such other pertinent information as is reasonable ascertainable from each test hole site.

13.3.1.7 Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.

13.3.1.8 Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. A station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.

13.3.1.9 Test hole information shall be formatted and presented on **CONSULTANT's** certification form and listed in a test hole data summary sheet.

13.3.1.10 Certification form shall be reviewed and sealed by a professional engineer or land surveyor licensed in South Carolina and in responsible charge of the project.

13.3.2 In the performance of locating services under this Agreement, the **SCDOT** shall:

13.3.2.1 When requested, provide reasonable assistance to the **CONSULTANT** in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.

13.3.2.2 Provide notification to key **SCDOT** District personnel concerning the upcoming SUE services to be provided by the **CONSULTANT**.

13.4 Deliverables

- Provide in current the **SCDOT** CADD standard of designation (SUE Quality Level C, B & Aerial) and location (SUE Quality Level A) data e-files tied to project survey control for Utility Coordination Sheets.
- Provide Summary sheet of SUE Quality Level A and certified test hole data sheets.

14 IMPLEMENTATION OF EJ MITIGATION PLAN IMPROVEMENTS

The **SCDOT**, with support from the **CONSULTANT** will deliver the agreed upon NEPA Environmental Commitments enumerated in the Final Environmental Impact Statement (FEIS). For the environmental commitments, the **SCDOT** will lead the effort with the **CONSULTANT** supporting the **SCDOT**. The **SCDOT** may elect to enter into separate contracts with DBEs or other entities and manage those contracts independently. In all cases, The **SCDOT's** EJ Community Mitigation Program manager will direct all work associated with the implementation of the EJ Mitigation plan.

14.1 Program Coordination

The **CONSULTANT** will coordinate with participants during the implementation of programs to determine eligibility, provide assistance with registration and/or applications, provide reminders, and identify barriers to participation in the programs while working within the Community Office. Any mitigation assistance (accommodations, providers, and costs) to be offered to the participant must be approved by the **SCDOT** in advance.

14.2 Recordkeeping

The **CONSULTANT** will be responsible for maintaining databases to track: mitigation program participants, updating participant information, performance measures, barriers to participation, identify and recommend mitigation of barriers to participation in the programs, mitigation provided to remove barriers, and participant feedback for each program offering. This information will be utilized in the annual planning efforts to adapt programs for increased participation and successful implementation.

14.3 Environmental Commitment Status Reporting (*)

The **CONSULTANT** will track and monitor the progress of each Environmental Commitment and provide monthly progress reports to the **SCDOT** and **FHWA** for their review and approval. This progress will also be updated in the Power BI Dashboard (1.3). For those programs managed by the **SCDOT** or other **CONSULTANTS** managed under separate contract, the **CONSULTANT** will coordinate with program point of contacts in order to obtain the updates monthly and include this information in their monthly reports. For estimating purposes, it is anticipated Status Reporting will require up to four (4) hours a week or sixteen (16) hours per monthly report for the duration of the mitigation efforts.

14.4 Community Office Staffing (*)

The **CONSULTANT** will provide one (1) part to full-time Community Office Manager, one (1) part to full-time Community Liaison, and one (1) part to full-time Right-of-Way Specialist to be located in the Community Office. These individuals will be familiar with the overall project, to include Environmental Justice Mitigation components, and will be available to assist

the public with general questions regarding the project and provide available information. These staff will additionally assist the **SCDOT** staff as needed or as defined below. For estimating purposes, it is anticipated that the Community Office Manager, the Community Liaison, and the Right-of-Way Specialist staff will require up to one hundred sixty (160) hours per month each, if full-time, in the Community Office for the duration of the project.

14.4.1 Staffing Responsibilities and Sub-task Involvement

14.4.1.1 Community Office Manager

- 14.4.1.1.1** Recordkeeping Assistance
- 14.4.1.1.2** Community Office Customer Service
- 14.4.1.1.3** Community Office Invoicing
- 14.4.1.1.4** Community Office Purchasing
- 14.4.1.1.5** In-Office Scheduling
- 14.4.1.1.6** Meeting (14.23) Scheduling
- 14.4.1.1.7** Community Workshop and Information Sessions (14.24) Scheduling

14.4.1.2 Community Liaison

- 14.4.1.2.1** Recordkeeping Assistance
- 14.4.1.2.2** Community Outreach Data Management (14.7)
- 14.4.1.2.3** Community Air Quality Monitoring (14.11) Assistance
- 14.4.1.2.4** School-to-Work Program (14.13) Assistance
- 14.4.1.2.5** College-Aid-Initiative (14.14) Assistance
- 14.4.1.2.6** Pre-Employment Training (14.15) Assistance
- 14.4.1.2.7** Summer Transportation Institute Program (14.16) Assistance
- 14.4.1.2.8** Careers in Transportation Education Program (14.17) Assistance
- 14.4.1.2.9** Small Business Development Program (14.18) Assistance
- 14.4.1.2.10** Financial Literacy and First-Time Homebuyer Counseling (14.20) Assistance
- 14.4.1.2.11** Community Resource Guide (14.21) Assistance
- 14.4.1.2.12** Project Oversight Committee (14.22) Assistance
- 14.4.1.2.13** Community Workshop and Information Sessions (14.24)

- #### 14.4.1.3.11 Mitigation Parcel Acquisition Services (16.3)

14.5 POC Organizational Training (*)

The **CONSULTANT** will procure organizational training for identified POC members and community members interested in creating a community advocacy group. The Community Office and its staff will be available to provide support and identify resources that support, at a minimum, the new group's administrative and leadership development, and strategic and community planning. The organizational training will be provided in a series of 10 (ten) sessions over the course of approximately one year from inception.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.6 Community Office (*)

Based on the environmental justice outreach needs of the project, the **CONSULTANT** shall provide a Community Office capable of supporting of the **SCDOT** project outreach team to include the **SCDOT**, the **CONSULTANT**, and FHWA. The **CONSULTANT** shall coordinate with the **SCDOT** to determine the anticipated project staffing compliment, space requirements, and office amenities to fully support the project.

The **CONSULTANT** will continue to operate and maintain a Community Office throughout this Contract Modification timeframe [sixty (60) months]. The Community Office will serve as a location for residents to receive information on the proposed mitigation, attend workshops or training classes and the meeting place for the Project Oversight Committee and community advocacy groups. Each of the mitigation items listed below will be administered through the Community Office and may require additional staff man hours in the administration of the programs as noted on each item with an asterisk.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.6.1 Size and Location

The **CONSULTANT** shall provide a facility to house the full complement of **SCDOT**, **CONSULTANT**, and other staffs anticipated through the Environmental Mitigation process. The facility must be located within close proximity to the project corridor. The facility will be sub-divided to appropriate office spaces for management operations of the **SCDOT's** project team as well as common use space and conferencing capabilities to promote a collaborative environment. The **CONSULTANT** shall be responsible for all facility costs to include lease agreements, up-fit costs, utility costs, internet access fees, furnishings, equipment, and supplies, etc. associated with the facility. The **SCDOT** will reimburse the **CONSULTANT** for all facility costs based on monthly invoicing.

14.6.2 Upfit and Furnishings

The **CONSULTANT** shall design and configure the facility for the **SCDOT**, **CONSULTANT**, and others to provide private office space for office management staff, joint use workspace, and areas for various meetings.

The **CONSULTANT** will add appropriate access control and safety measures as determined by an independent security review.

14.6.3 Information Technology (IT) Services and Internet Access

The **CONSULTANT** shall provide IT hardware and systems to support oversight operations of the project team. Equipment shall include, but not be limited to, computers, monitors, tablets, Smart TV's, servers, routers, copiers, and other necessary office equipment.

The **CONSULTANT** shall secure Internet access capable to support all electronic activity, management support, data transfer, etc. of the

SCDOT's project team. Access shall be provided to each individual with secure access required through each user's home office virtual private network (VPN) connection. The **CONSULTANT** will be responsible for securing internet access and applicable IT equipment to support their activities, miscellaneous office equipment, and maintenance services.

14.6.4 Terms and Conditions

The **CONSULTANT** and the **SCDOT** shall agree on terms and conditions of facility lease agreement(s) proportional to the assignable risks of the **CONSULTANT**. The **CONSULTANT** and the **SCDOT** shall agree on terms and conditions of facility lease agreements to limit lease liability on the **CONSULTANT** and provide reimbursement of documented incurred expenses for said office in the event of termination of the project or this contract.

14.6.5 The Community Office will follow the SC State Government holiday schedule and the SC Emergency Management Division for closings and delays. Upcoming closures will be posted on the office door to alert the public to the change in normal office hours. Any other emergency closures due to power outages or other building maintenance issues should also be posted.

14.7 Community Outreach Data Management (*)

The **CONSULTANT** will create a community contact record to document when residents and businesses in the Public Involvement Outreach Area with street address, phone number, and email address, (if provided) make contact with the Community Office. If the community member consents to provide information and consents to receive project updates by the method of communication preference. The records should also note the general concerns expressed by the contact and note any necessary follow up required for the visit. The records should be updated and maintained throughout the project on a SharePoint, ProjectWise, or Teams site that allows access by **SCDOT** personnel.

14.8 Community Center Programs and Activities (*)

The **SCDOT** has entered into an intergovernmental agreement with the City of North Charleston to outline the City's commitment to develop the recommended programs and activities outlined in the I-526 LCC EJ Community Mitigation Plan. The **SCDOT** will work with the City to ensure that the proposed Community Center facilities outlined above are designed to accommodate these programs and activities. The **SCDOT** and the **CONSULTANT** will meet with City parks and recreation program staff during the final construction of the facilities to coordinate the plans for implementation of the programs and activities. The **CONSULTANT** may be

required to attend up to three (3) coordination meetings with the City to discuss this plan and coordinate grand opening community outreach efforts. Information provided by the City will be included in the progress reporting as well as provided to the community members in regular project updates.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** being available for the coordination meetings indicated above with the asterisks and including this item in the required reporting under this task.

14.9 Community Center and Pocket Parks (*)

The **CONSULTANT** will support the **SCDOT** related to the construction of replacement recreational facilities and associated infrastructure to mitigate project impacts and satisfy Section 4(f) and Section 6(f) requirements. The **SCDOT** and the City of North Charleston have developed an intergovernmental agreement (IGA) outlining the programs, services, structural components, and arrangements for long-term operation and maintenance of the replacement Community Centers and recreational facilities. The **SCDOT** will be responsible for oversight of the City through the Local Public Agency program during the development of this project. The City will be responsible for the design and construction of these facilities. The **SCDOT** and the **CONSULTANT** will meet periodically with the City to ensure there are no conflicts with the designs as it relates to other mitigation projects or the larger interstate project. The **CONSULTANT** may be required to attend up to six (6) coordination meetings with the City and their design consultant during the project. This support may also include assisting the **SCDOT** in securing additional right-of-way for the facilities, preparation of NEPA documentation, and securing any additional Section 4(f) approvals or re-evaluations. Construction of the new, centrally located Community Center and the Pocket Parks will be completed prior to the project construction impacting the existing Community Centers.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** being available for the coordination meetings indicated above with the asterisks.

14.10 Mitigation Barriers (*)

The **SCDOT** will construct mitigation barriers along the eastbound and westbound sides of I-26 between the I-526 and Remount Road interchanges to benefit the residents of the Highland Terrace and Liberty Park communities. The **SCDOT** will also construct mitigation barriers along the westbound side of I-526 between the Rivers Avenue and I-26 interchanges to benefit the residents of the Liberty Park community, the eastbound side

of I-526 from the I-26 interchange to east of the CSX railroad tracks to benefit the residents of the Russelldale and Ferndale communities, and a mitigation barrier along the eastbound side of I-526 and the eastbound exit ramp at the Montague Interchange to benefit the west side of the Camps community for a total of five (5) barriers. In this Contract Modification, the **CONSULTANT** will prepare three (3) visual renderings of each of these mitigation barriers, for a total of fifteen (15) separate renderings and assist the **SCDOT** with any additional planning and public involvement for these structures.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.11 Community Air Quality Monitoring (*)

The **CONSULTANT** will develop a PM 2.5 monitoring program within the impacted EJ communities of Ferndale, Highland Terrace, Liberty Park, and Russelldale. The **CONSULTANT** will develop a monitoring plan and submit this for the **SCDOT's** review and approval. The **CONSULTANT** will be responsible for the purchase, installation, maintenance, and monitoring required for the PM 2.5 sensors recommended for the monitoring program. The **CONSULTANT** will develop recommendations for an action plan during construction to address elevated air quality monitoring results. The **CONSULTANT** will develop an air quality monitoring information page on the project website and provide results to the website where community members can access real time data/results. The **CONSULTANT** will coordinate with local entities providing similar services in an effort to pool resources and share information.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.12 Community History Preservation Program (*)

The **CONSULTANT** will design and execute a program to document the cultural history and character of the impacted EJ communities through the support of a qualified historian and photographer. The study efforts will include collecting oral history, archival research, collection of historic photography, and the development of a report that will be available for viewing online and at the Community Center. The **CONSULTANT** will provide recommendations to the **SCDOT** and the City on community history elements that may be incorporated into the architectural design of the replacement community center and in other community design elements to commemorate and honor the community's history.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.13 School-to-Work Program (*)

The **SCDOT** will implement school-to-work employment programs with the goal of enhancing employment opportunities within the fields of construction, planning, emerging technologies, engineering, and transportation. During the right-of-way acquisition phase, the **SCDOT** will seek to hire up to twenty (20) high school or college students, or young adults twenty-five (25) years of age or younger from the impacted neighborhoods to work through internships. High school, college students, and young adults from the EJ neighborhoods that will be displaced and relocated by the proposed project would remain eligible for participation in the School-to-Work program. The **SCDOT** may partner with another SBE/DBE or SC Works in order to establish these internship opportunities and administer the program. The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task. The **SCDOT** may enter into an independent contract with a DBE/SBE or other non-profit organization for this development and administration of this program.

14.14 College Aid Initiative (*)

The **CONSULTANT** will assist the **SCDOT** in the development of the college aid initiative program through coordination with the POC as outlined under the POC item. High school and college students from the impacted EJ communities that intend to or are currently attending institutions of higher education will be eligible for the scholarship. Residents of the EJ neighborhoods that will be displaced and relocated by the proposed project would remain eligible for the scholarship program. Members of the POC will assist in the development of the selection criteria and members of the POC will assist in the selection of the scholarship recipients. The scholarships will be available for both technical and trade schools as well as four-year colleges. The College Aid Initiative will begin in 2023 and funds will be available through construction or until all scholarship funds have been awarded. The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants and administer the scholarship program. The **CONSULTANT** will also be responsible for coordination with the local schools and school district to identify potential participants.

This item will be covered completely under the **CONSULTANT's** scope of

work.

14.15 Pre-Employment Training (*)

The **CONSULTANT** will assist the **SCDOT** in identifying pre-employment training opportunities that encourage career placement in the transportation industry in which the community would be most interested. The **SCDOT** will partner with qualified training vendors or another local organization in order to establish the training opportunities and administer the program. The **CONSULTANT** will assist the **SCDOT** in the administration of training contracts with identified vendors and/or partners. The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task. The **SCDOT** may enter into an independent contract with a DBE or SBE for this development and administration of this program.

14.16 Summer Transportation Institute Program (*)

The **SCDOT** will provide skill building programs to create awareness of and expose high school students to career opportunities in the transportation industry. The **SCDOT** will provide the Summer Transportation Institute Program each summer throughout the project construction. The **CONSULTANT** will assist the **SCDOT** in prioritizing students from the impacted EJ communities for up to 50% of the available slots annually during the life of the project sessions that will accommodate fifteen (15) – twenty (20) students per program. The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.17 Careers in Transportation Education Program (*)

The **SCDOT** will develop and deliver an awareness program that increases the understanding of the transportation industry and builds interest in the wide range of career opportunities available. This program will explore all levels of opportunities from entry level positions requiring only a high school diploma to professional level opportunities. This program will be offered to middle school, high school, and young adults in the community. This program will begin development in 2023 and will be offered throughout the life of the project. The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants. The **CONSULTANT** will coordinate with local organizations and schools to identify opportunities to help ensure successful implementation of the program.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task. The **SCDOT** may enter into an independent contract with a DBE/SBE or college/university for this development and administration of this program.

14.18 Small Business Development Program (*)

The **CONSULTANT** will partner with a DBE FIRM, located within SC, to deliver an educational program that brings awareness to the generational wealth benefits that entrepreneurship can provide to the community members. This program will include awareness about how to access small business resources and orientation to the benefits and programs offered to SBE and DBEs through the **SCDOT**, FHWA and other local organizations. Part of this program will also include some basic training classes for the necessary skills for a small business startup such as startup basics, business plans, financial projections and accounting, marketing, and communications. The **SCDOT** will lead DBE information sessions with the **CONSULTANT's** assistance to provide information on opportunities to work on the I-526 LCC WEST project during design, right-of-way, and construction. Additional recruitment, round table discussions and partnering sessions will be conducted once the potential prime contractors are identified for the project. This program will be begin development in 2023 and will be available throughout the project until construction is substantially underway, and all contracts are fulfilled. The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task. The **SCDOT** may enter into an independent contract with a DBE or SBE for this development and administration of this program.

14.19 Community Infrastructure Enhancement Plan

The **CONSULTANT**, with assistance from the **SCDOT**, will continue to coordinate the development of the Community Infrastructure Enhancement Plan (CIEP), which is a subset of improvements that will address identified infrastructure problems within Ferndale, Highland Terrace, Liberty Park, and Russelldale. Problems to be addressed include those associated with bicycle and pedestrian safety, access to community center/park amenities and transit, neighborhood entrance aesthetics, stormwater improvements, lack of bus shelter amenities, and traffic calming measures that would be implemented as part of the project. The engineering design and project delivery elements of these projects will be covered in a separate contract modification covering these projects. However, the project team will continue to include outreach, education,

and public input on this CIEP during the implementation of the mitigation plan.

This item will be covered completely under the **CONSULTANT's** scope of work but design and implementation of the CIEP components will not be covered under this contract modification, but a separate contract modification #5. This section is listed here to ensure this item is included in the required reporting outlined in a previous section.

14.20 Financial Literacy and First Time Homebuyer Counseling (*)

The **CONSULTANT** will help identify and recruit a vendor within local organizations or SBE/DBEs to provide financial literacy and first-time home buyer counseling/workshops to all residents of the impacted EJ communities. This educational offering is intended to assist participants as they attempt to secure residential loans and transition from renters to homeowners. The counseling will be initiated in 2023 and continue until the completion of the right-of-way phase in 2028. The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task. The **SCDOT** may enter into an independent contract with a DBE or SBE for this scope of work.

14.21 Community Resource Guide (*)

The **CONSULTANT** will work with the POC and local non-profit organizations to develop a resource guide for EJ neighborhood residents. The purpose of the Community Resource Guide is to help sustain livability within affected EJ neighborhoods by increasing residents' access to local organizations, resources, and other information on a variety of topics. The Community Resource Guide will be made available to all residents of the impacted EJ communities within six months of the approval of the FEIS-ROD. It will be updated yearly throughout the construction of the project. The Guide will also be made available on the project website for viewing and download. One thousand five hundred (1,500) full size copies for direct distribution and one hundred (100) pocket size copies for the Community Office will be printed for each updated version.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.22 Project Oversight Committee (POC) (*)

A Project Oversight Committee (POC) will be established after the FEIS-ROD is approved. At that time, the POC will be tasked with overseeing the

implementation of the EJ Community Mitigation Plan commitments. Prior CAC members and/or EJ neighborhood residents interested in getting involved with the project will be encouraged to participate on the POC.

The **CONSULTANT** will develop a POC recruitment plan to outline the efforts that will be implemented in the community to identify, screen, counsel, and recruit members of the POC. The **CONSULTANT** will develop POC guidelines in user friendly language that will educate potential participants on the POC, terms of commitment, expectations, and mission. In addition to residents, the POC will consist of representatives of the agencies responsible for implementing the various components of the EJ Community Mitigation Plan including: the **SCDOT**, FHWA, the City of North Charleston, North Charleston Housing Authority, and the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG).

The **CONSULTANT**, in coordination with the **SCDOT**, will provide administrative support to the POC including, but not limited to, preparing all materials, coordination, communication, and logistics for meetings, meeting strategies, summaries and action items. The **CONSULTANT** will designate a POC Coordinator who will assist the **SCDOT's** EJ Community Mitigation Program Manager with coordination with members of the POC. **SCDOT** and the **CONSULTANT** will jointly meet with the Project Overnight Committee (POC) to report progress and receive guidance on the EJ Community Mitigation Plan implementation. These POC meetings would occur quarterly.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.23 Meetings

14.23.1 Community Meetings (*)

The **CONSULTANT** will support the **SCDOT** in conducting Community Meetings and distributing flyers throughout the implementation of the EJ Community Mitigation Plan to keep residents informed of the mitigation opportunities, project schedule and to seek input on the development of mitigation-related commitments. **CONSULTANT** will identify suitable venues to accommodate those that may be interested in attending. It is anticipated that a greater number may attend than can be accommodated at the Community Office. One (1) meeting per year through the length of this contract [five (5) years, five (5) meetings total] is anticipated.

14.23.2 In-Person Meetings (*)

The **CONSULTANT** will be responsible for the planning, organizing, and execution of various in-person meetings identified in the Public Outreach Plan. This planning will begin by identifying the group and messaging themes. Once this is established, a meeting plan will be developed identifying a venue, presentation materials, layout, staffing, and security plan. Upon completion of the meeting an "after action assessment will be recorded indicating the results of the meeting and an assessment of how the meeting could be improved. It is envisioned up to twenty (20) of these types of meetings would be held for the following groups:

- Various governmental agencies (cities, counties, MPOs, etc.)
- Community and Neighborhood Associations
- Business groups
- Project stakeholders
- Special interest groups
- Others

14.23.3 Pop-Up Meetings (*)

The **CONSULTANT** will organize up to twenty (20) pop-up meetings throughout the corridor. These pop-up meetings will occur at various community events to provide the public information regarding the project and to receive input. These pop-up meetings will provide teams of three (3) individuals and last approximately four (4) hours.

14.24 Community Workshop and Information Sessions (*)

The **CONSULTANT** will work with local non-profit organizations and community leaders to develop Community Workshops or information sessions of interest to all EJ community members. These sessions will be free to residents and will provide useful resources and beneficial information on relevant topics. These workshops will be on-going throughout the life of the project to assist in maintaining regular engagement with the community. The **CONSULTANT** will be responsible for development of all the workshop plans (with **SCDOT** approval) and implementation and coordination of the workshops with vendors. The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants as outlined under Task 6. It is assumed that twenty (20) Community Workshop and information sessions will be conducted.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.25 Affordable Housing Mitigation

14.25.1 Single Family Affordable Replacement Housing Program (*)

The **SCDOT** will work to secure forty-five (45) vacant lots within the EJ communities and partner with a local non-profit that specializes in developing or constructing affordable housing to implement a Single-Family Affordable Replacement Housing Program. The **CONSULTANT** will assist the **SCDOT** in identifying and securing vacant lots within the EJ communities (or in close proximity), zoned for single-family or duplex homes for the purpose of constructing housing for displaced residents who would like to remain in their community. If the **SCDOT** is unable to acquire all forty-five (45) lots within the EJ communities, additional lots for the program will be purchased in nearby communities. Some of these lots will be preserved for the construction of replacement market rate homes for displaced families that do not fall into the low-income category. The single-family housing units for qualified tenants will be built and ready for occupancy prior to these qualified residents being displaced by the project. Qualified displaced residents/tenants will be allowed to stay in their existing units until replacement housing is available. The **CONSULTANT** will support the **SCDOT** with qualified right-of-way staff to assist the I-526 LCC Right-of-Way Manager in the delivery of this program as outlined under Task 15.

The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for qualified participants (SEE PUBLIC OUTREACH TASK 6 FOR SCOPE OF WORK). The final eligibility determination will be determined by the I-526 LCC Right-of-Way Manager after interviewing the participant. Additional resources may be recommended, such as credit counseling and financial literacy classes. The **CONSULTANT** will assist the participant in registering for the recommended follow up resources.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task.

14.25.2 Developer Incentive Affordable Multi-Family Housing Program (*)

The **SCDOT** will partner with the South Carolina State Housing and Finance and Development Authority (SC Housing) to implement a multi-family housing program which will be funded by a

minimum of \$1.5M in **SCDOT** grant funding, SC Housing low-income tax credits, and bond financing. The program will create a funding/finance opportunity for an affordable housing developer to submit a housing proposal that will meet housing priorities based on prior input from the, now disbanded, CAC, and ongoing input from the **SCDOT**, POC, and SC Housing Authority. The program will construct one hundred (100) affordable housing units with a mixture of unit sizes (1 – 3 bedrooms) for the lowest income level category within proximity of the impacted EJ communities. Multi-family housing units for qualified tenants will be built and ready for occupancy prior to these qualified residents being displaced by the project. Qualified tenants will be allowed to stay in their existing units until replacement housing is available. The **CONSULTANT** will support the **SCDOT** with community and Project Oversight Committee coordination in the delivery of this program.

The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for qualified participants as outlined in Task 6. The final eligibility determination will be determined by the I-526 LCC Right-of-Way Manager after interviewing the participant. Additional resources may be recommended, such as credit counseling and financial literacy classes. The **SCDOT** will coordinate any follow up coordination with the local housing authority if necessary. The **CONSULTANT** will assist the participant in registering for the recommended follow up resources as directed by the **SCDOT's** Right-of-Way Manager.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task.

14.26 Enhanced Right-of-Way Advisory Services

The **SCDOT** will provide a full time Right-of-Way Manager for the project that will manage all aspects of the right-of-way acquisition and community enhanced right-of-way advisory services. The **CONSULTANT** will provide assistance to the **SCDOT's** Right-of-Way Manager as outlined under Task 16 of this scope of work.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task.

14.27 First Time Homebuyer Grant Program (*)

The **CONSULTANT** will support the **SCDOT** in implementing a grant program for first-time home buyers that are residents of the impacted EJ communities and individuals affected by EJ Mitigations or project related relocations to other communities. The **SCDOT** will partner with a state or federal agency or non-profit organization that is qualified to administer this type of program. The **SCDOT** will provide funding for program administration as well as Grant funds as determined by estimated participation in the program. Since the program will be based on a sliding scale based on participant's income, the initial budget would be based on reasonable estimates for participation rates and average income levels to initiate the program. This program will be established at the start of the right-of-way phase and be available throughout property acquisitions and relocations.

The **CONSULTANT** will be responsible for developing the marketing and recruiting in the community for interested participants. The final eligibility determination will be determined by the **SCDOT** after interviewing the participant. Additional resources may be recommended, such as credit counseling and financial literacy classes. The **SCDOT** will coordinate any follow up coordination with the local housing authority if necessary. The **CONSULTANT** will assist the participant in registering for the recommended follow up resources as directed by the **SCDOT's** Right-of-Way Manager.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task. The **SCDOT** may enter into an independent contract with a DBE or SBE for this development and administration of this program.

14.28 Enhanced Relocation Mitigation Assistance Program (*)

The **SCDOT's** Right-of-Way Manager will work with business owners and tenants to determine eligibility under this program. The **CONSULTANT** should be familiar with the programs and assist customers with making appointments to meet with the Right-of-Way Manager or the Right-of-Way **CONSULTANT** assisting the Right-of-Way Manager as outlined in Task 15 for more information on their specific eligibility.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task.

14.29 Acquisition Fairness Program (*)

The **SCDOT's** Right-of-Way Manager will administer this program and make determinations of eligibility for this program. The **CONSULTANT** should be familiar with the program and assist customers with making appointments

to meet with the Right-of-Way Manager or the Right-of-Way consultant assisting the Right-of-Way Manager as outlined in Task 16 for more information on their specific eligibility.

This item will be managed primarily by the **SCDOT** with the **CONSULTANT** including this item in the required reporting under this task.

14.30 Prepare Annual EJ Community Mitigation Implementation Plan (*)

The **CONSULTANT** will develop an implementation plan that outlines more detailed plans for each of the mitigation items committed to in the EJ Mitigation Plan and FEIS/ROD. As the mitigation items are implemented, it may be necessary to adjust some of the criteria or detailed implementation strategies in order to ensure participation. The implementation plan will be evaluated each year and adjustments will be proposed for mitigation items that had low participation in the previous year. The **CONSULTANT** will conduct an annual planning workshop with the project team, the **SCDOT** and FHWA to drive this effort. The updated implementation plan will be provided to the **SCDOT** and FHWA for review and approval each year that it is revised from the original implementation plan. A simplified version of the plan will also be shared with the Project Oversight Committee with the intention of continuing outreach and project communication with all EJ residents. The simplified plan will also be made available on the project website. The **CONSULTANT** will track all the environmental commitments on this project related to Community Mitigation measures, including performance measures with diligence to ensure that all commitments are implemented in a timely manner and in accordance with the FEIS/ROD. The **CONSULTANT** will prepare and submit a monthly update on this mitigation implementation plan as well as the environmental commitments to the **SCDOT** and FHWA. The **CONSULTANT** will also be responsible for updating the project dashboard.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.30.1 Annual Community Mitigation Implementation Plan Strategic Planning Workshop (*)

The **CONSULTANT** and the **SCDOT** will meet once a year with the POC, and others involved in the Community Mitigation attempt to evaluate its effectiveness and discuss potential adjustments to improve the program.

This item will be covered completely under the **CONSULTANT's** scope of work.

14.31 **Supplier Diversity: Diverse Business Enterprise/ Small Business Enterprise Recruitment Program (*)**

The **CONSULTANT** shall facilitate, and progress meetings (in-person/teleconferences) as needed or requested with the **SCDOT's** Office of Minority and Small Business Programs to discuss project progress, staffing, budget, and potential risks, as well as other items of concern.

The **CONSULTANT** will develop a program to identify and engage additional local Small Business Enterprises (SBE) and Disadvantaged Business Enterprises (DBE) in the execution of this scope of work for this contract modification. In this effort, the **CONSULTANT** will begin by working with the **SCDOT's** Office of Minority and Small Business Programs in order to gather information regarding certified DBE/SBE providers in SC and seek guidance in the development of the proposed outreach program. The **CONSULTANT** will develop an outreach and recruitment plan for the project and submit this plan for **SCDOT** review and approval. See tentative listing of outreach events that coincide with the project's development schedule.

The **CONSULTANT** will work with the South Carolina Business Associations to identify additional SBE and DBE firms in South Carolina and the region. This task will also focus on identifying small businesses or disadvantaged business enterprises that are not currently certified to work with the **SCDOT** and helping them work towards acquiring certification. Capabilities of each identified firm will be arranged in a spreadsheet and compared to task assignments in this work scope. Every effort will be made to identify matches where their services can be utilized. See tentative listing of training events/activities:

The **CONSULTANT** will work with the South Carolina Business Associations to advancing a workforce development program with the objective of engaging, growing, and creating opportunities for local community members, organizations, and businesses. The goal for this initiative is to generate long lasting opportunities by bringing jobs, workforce training, and economic impacts to their communities the I-526 project will serve. The plan will include:

- Community partner engagement: **CONSULTANT/ SCDOT** will identify applicable DBE firms by collaborating with community stakeholders (such as community-based organizations, elected officials, and faith-based organizations). We will coordinate directly with the **SCDOT** and the local representatives to ensure that each of their networks are informed about opportunities.

- **Project Specific Workforce:** Develop programs that build capacity by fulfilling supporting roles on the I-526 project. Develop local skillsets in the community that blends employment opportunities, coaching and counseling financial competence.

At the same time, the **CONSULTANT** will conduct a series of SBE/DBE forums to meet these firms' leaders and educate them about the I-526 project and the various work efforts needed. It is assumed that (ten) 10 SBE/DBE forums will be conducted. This process will begin to match skills with project tasks. With this process, skilled firms could be assigned tasks outright, where other firms could receive mentor-protégé support from the **CONSULTANT** to help them become successful. Finally, there may be other firms where apprentice-style or internships may be more appropriate to engaging firms.

The **CONSULTANT** will develop a database of vendors including SBE/DBEs and other local organizations listing their contact information, skills and services provided, interview information, certification, follow-up meetings, availability, and any other pertinent information. This up-to-date database will be shared on ProjectWise and kept up to date by the **CONSULTANT** for the **SCDOT's** reference and access.

This item will be covered completely under the **CONSULTANT's** scope of work. Below is a tentative listing of outreach events, workforce initiatives and training workshops that will coincide with the project's development schedule.

Engagement	Description
Outreach & Community Engagement	<ul style="list-style-type: none"> • Community Engagement • Networking
Workforce & Training	<ul style="list-style-type: none"> • Pre-employment Training • Recruitment/Placement • On-The-Job Training (OJT) Programs/Workshops • Coordination with local Workforce agencies
Procurement Alignment	<ul style="list-style-type: none"> • Project Scope Definition and Alignment • Develop Mentor/Portege Relationship Plan • On-boarding & Insurance Requirements
Certification Training	<ul style="list-style-type: none"> • Benefits of becoming a DBE • No Cost Training • Business development & Marketing Support • Application Support • Technical Assist & Support Services
Mentor Protégé Program	<ul style="list-style-type: none"> • Build Relationship Plan

	<ul style="list-style-type: none"> – description of purpose for the Mentor-Protégé relationship – Key Personnel • Training Categories/Objectives/Goals
Supportive Services & Capacity Building	<ul style="list-style-type: none"> • Lunch & Learn workshop Series • Financial Planning & Capacity Building • On-Site Program Management Integration & Workshops
Compliance Monitoring & Reporting	<ul style="list-style-type: none"> • Monthly Participation/Utilization Reporting

This item will be covered completely under the **CONSULTANT's** scope of work.

14.32 Deliverables

- Five (5) Community Meetings
- Fifty (50) In-Person Meetings
- Twenty (20) Pop-Up Meetings
- Five (5) Online Meetings

15 SCDOT RIGHT-OF-WAY ACQUISITION, RELOCATION, AND ADVISORY SERVICES

15.1 Right-of-Way Marketing Campaign (*)

15.1.1 The **CONSULTANT** will develop and manage a national marketing campaign with assistance from the **SCDOT's** Right-of-Way Manager to highlight the need to procure qualified agents for Right-of-Way Acquisition and Relocation Services. This will include but is not limited to:

- Preparation and distribution of marketing materials
- Hosting information sessions
- Meeting with possible Right-of-Way Acquisition and Relocation Services providers and making recommendations to the **SCDOT**.

15.2 Right-of-Way Relocation Study (*)

15.2.1 The **CONSULTANT** will assist the **SCDOT** in the execution of a Relocation Study for the approximate 156 displaced properties during the next phase of work. The **CONSULTANT** will recruit and develop an SBE/DBE ROW Services provider to work on the project.

15.2.2 The **CONSULTANT** and ROW Services Provider will develop a Community Outreach Plan to include potential community meetings and door-to-door interactions.

The **CONSULTANT** and ROW Services Provider will meet with the approximate 156 impacted community members to perform a preliminary contact to discuss the Purpose and Need of the project,

define all mitigation programs available to each displacee and the plans for single family and multi-family housing replacement.

The **CONSULTANT** will develop a written questionnaire which will be reviewed and approved by **SCDOT** which will include a list of questions to be utilized during community interactions.

The ROW Services Provider Agent must provide a completed Residential Relocation Worksheet regarding each visit(s) with the approximate 156 displacees to include but not limited to: clear and detailed comments and conversations with the displacee, discussion of the **SCDOT** and EJ right of way process, all mitigation programs available for the displacee, displacee's preference to rent or own, displacee's interest in participating in the single or multi-family relocation development program, displacee's current qualifications, and all other information provided by the displacee in order to determine the best course of action to ensure the displacee's needs are met. Prior to individual meetings and throughout the Relocation Study period.

CONSULTANT will prepare and disseminate postcards informing the displacees of future communication and meetings.

ROW Services provider is to provide a spreadsheet of all documented results from the preliminary contacts to assist in planning of replacement housing needs. If a displacee cannot be located after numerous attempts or refuses to meet, documentation of such efforts must be provided.

CONSULTANT will prepare a Draft and Final Relocation Study Report.

CONSULTANT will update PowerBI with related information as deemed appropriate by **SCDOT**.

Assumptions:

- If there is availability or interest by former CAC members or local POC members, they will be permitted to attend community interactions
- SCDOT shall review & approve ROW Services Provider Agents proposed to be utilized for this Task

- ROW agent will be assisted with one (1) additional staff person at all meetings with displacees conducted outside of Community Office
- Final Relocation Study Report will be complete by May 2024
- Translation services to be provided by SCDOT

15.3 Acquisition of Right-of-Way (*)

15.3.1 The **CONSULTANT** shall perform all acquisition services in accordance with the following tasks to acquire up to fifty (50) individual tracts consisting of, but not limited to, strip takes or entire parcels to assist with the development of the I-526 LCC WEST project. **CONSULTANT** is responsible for verification of all information necessary for acquisition of the right-of-way, all acquisition services to include, but not limited to negotiations, mitigation, appraisals, condemnation services and forty-year title searches/opinions, and enter data as needed into SCDOT's Right of Way Data Management System (RWDMS) and/or Power BI.

15.3.2 Right-of-Way acquisition costs shall be defined as amounts paid for: (1) direct payments for ownership or other property rights, and (2) direct payments for eligible relocation expenses as provided for under the Uniform Act less premium right-of-way acquisition costs.

15.3.3 The **SCDOT** shall be responsible for right-of-way acquisition costs and premium right-of-way costs.

15.4 Relocation Assistance Services (*)

The **CONSULTANT** shall perform all relocation services in accordance with the Uniform Act and SCDOT Relocation Assistance Manual for up to fifty (50) tracts to assist with development of the I-526 West Project. The **CONSULTANT** is responsible for providing all relocation services to include, but not limited to, offer, and claim packages for Relocation and Mitigation benefits.

15.5 Deliverables:

- One Draft Community Outreach Plan
- One Final Community Outreach Plan
- Up to (4) Community meetings (if necessary)
- One Draft Relocation Study Report
- One Final Relocation Study Report
- Postcards to affected displacees (156 times 4 issuances totaling approximately 625)

16 ENVIRONMENTAL JUSTICE MITIGATION PARCEL IDENTIFICATION AND ACQUISITION SERVICES

The **CONSULTANT** shall perform all mitigation acquisition services in accordance with the following tasks to acquire up to forty- five (45) mitigation parcels.

Definitions:

- Mitigation Parcel Acquisition Services means all acquisition services, including but not limited to negotiations, appraisals, condemnation services and forty (40) year title searches/opinions, and enter data as needed into SCDOT's Right of Way Data Management System (RWDMS) and/or Power BI, as set forth in the **SCDOT Acquisition Manual**.

16.1 SCDOT Right-of-Way Advisory Services (*)

The **CONSULTANT** will assist the **SCDOT** in the execution of Right-of-Way Advisory Services during the next phase of work. The **CONSULTANT** will recruit and develop an SBE/DBE right-of-way services provider to work on the project. The **CONSULTANT** team will assist the **SCDOT's** Right-of-Way Manager in the execution of community advisory services to include the following:

- Meeting with impacted community members to educate them on the right-of-way process and their rights and responsibilities in the process.
- Educating community members on the replacement housing and financial literacy services available to them during the process
- Coordinating with Section 8 affordable housing voucher programs
- Assisting community members with viewing replacement properties and providing transportation to view properties
- Advising community members on their eligibility for mitigation programs related to replacement affordable housing
- Coordination with affordable housing partners in order to assist community members through the application process

16.2 Housing Data Management and Review

16.2.1 Community & Local Real Estate Market Analysis (*)

The **CONSULTANT** will develop single family housing site identification mapping and site information in the development of an acquisition strategy and master plans for single family housing construction.

The **CONSULTANT** will review the documentation and establish information gaps. The **CONSULTANT** will review the local market to determine availability of potential parcels for single family home development.

16.2.2 Survey Displaced Residential Units (*)

The **CONSULTANT** will work with the **SCDOT** to analyze the various parcels, including characteristics that will determine the suitability for single family housing.

16.2.3 Site Evaluation and Management Assistance (*)

The **CONSULTANT** will support the **SCDOT** in evaluating property acquisition strategies and provide recommendations to the **SCDOT** based on single-family home site evaluations:

- The **CONSULTANT** will provide recommendations for single-family sites. Specifically, the **CONSULTANT** will work with community leaders and landowners to assess potential opportunities to purchase single-family lots in the four EJ communities. As the **CONSULTANT** assists with the single-family strategy, the **CONSULTANT** will continue to monitor the Multiple Listing Service ("MLS") for new single-family properties that go on the market.
- The **CONSULTANT** will work with the **SCDOT** to ensure that the site evaluation recommendations align with **SCDOT's and FHWA's** procurement processes.
- The **CONSULTANT** will assist SCDOT coordination with municipal staff as needed on zoning/rezoning items. The **SCDOT** will be responsible for providing acquisition services for any parcels approved for acquisition for this purpose.

16.2.4 Due Diligence for Suitability (*)

The **CONSULTANT** shall assist the **SCDOT** in screening approximately 20 sites identified for potential acquisition by performing surveys, floodplains & wetlands evaluations, water quality, cultural resources, section 7 endangered species, and hazardous materials screenings. **CONSULTANT** shall use reasonable care in determining whether there is reason to believe the property may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, **CONSULTANT** shall take steps consistent with customary industry standards to investigate. The **SCDOT** shall be notified of the presence of such materials when found.

16.2.5 Deliverables

- **PCE Package (Including services outlined above) for each site/property**

16.3 Mitigation Parcel Acquisition Services (*)

CONSULTANT, acting as an agent on behalf of the State of South Carolina, shall provide Mitigation Parcel Acquisition services up to forty-five (45) for the Project unless otherwise directed herein. **CONSULTANT** shall fulfill the responsibilities as follows:

- Acquire property in accordance with all Federal and State laws, guidelines, and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Act of 1970, as amended (the "Uniform Act"), the **SCDOT** Acquisition Manual, the **SCDOT** Appraisal Manual and the South Carolina Eminent Domain Procedure Act ("The Act").

Mitigation Parcel Acquisition services shall include, but not limited to negotiations, appraisals, as needed, condemnation services, as needed to clear title, and forty (40) year title searches/opinions, and enter data as needed into SCDOT's Right of Way Data Management System (RWDMS) and/or Power BI. **CONSULTANT** shall be responsible for all costs related to these Mitigation Parcel Acquisition services.

Mitigation Parcel acquisition costs shall be defined as amounts paid for direct payments for ownership or other property rights.

The **SCDOT** shall be responsible for Mitigation Parcel acquisition costs.

17 PROJECT MANAGEMENT PLAN

The **CONSULTANT** will develop a Project Management Plan (PMP) built upon the general guidance provided by FHWA for "major projects," or projects with an estimated total cost of \$500,000,000 or more. The PMP shall document the following:

"(A) the procedures and processes that are in effect to provide timely information to the project decision makers to effectively manage the scope, costs, schedules, and quality of, and the Federal requirements applicable to, the project; and

"(B) the role of the agency leadership and management team in the delivery of the project."

17.1 Project Description and Scope of Work (*)

A project description and scope of work description that is consistent with the Purpose and Need statement will be prepared for the PMP. The scope will also document which items of work have been dedicated in the baseline cost budget, and include construction, environmental work, utilities, and right-of-way.

17.2 Goals and Objectives (*)

The **CONSULTANT** will identify quality measurements covering schedule, budget (including cost containment), quality, safety, scope control, public trust and confidence, and federal requirements. These goals and objectives will be developed with input from the project stakeholders, so that all concerned parties are in agreement on how they are measured, and that targets and tolerances are appropriate.

17.3 Project Organizational Chart, Roles, and Responsibilities (*)

The **CONSULTANT** will prepare this section of the PMP to create a project management team structure designed to achieve the stated goals and objectives.

17.4 Project Phases (*)

The **CONSULTANT** will describe the phases of the planning and development processes. No additional work is expected.

17.5 Procurement and Contract Management (*)

The **SCDOT** will provide all documentation regarding procurement and contract management to be included in the PMP.

17.6 Cost Budget and Schedule (*)

The **CONSULTANT** will include relevant information from the project Financial

Plan (FP).

17.7 Project Reporting and Tracking (*)

The **CONSULTANT** will prepare a monthly cost, schedule, and status report, and conduct a monthly status meeting with the **SCDOT**, FHWA and other agencies as appropriate. The status report will include updates of the following topics, following FHWA PMP Guidance:

- Executive Summary
- Project Activities and Deliverables
- Action Items/Outstanding Issues
- Project Schedule
- Project Cost
- Project Quality
- Other Status Reports

17.8 Internal and Stakeholder Communications (*)

The **CONSULTANT** will prepare a formal document describing communications between project team members and stakeholders that cover how informal and formal communications will be conducted and managed.

17.9 Project Management Controls (Scope, Cost, Schedule, Claims, etc.) (*)

A project controls functionality team will be assembled, consisting of the **CONSULTANT** and the **SCDOT** personnel to help manage the scope, total cost, and overall master schedule for the project. The following tools will be utilized by the team:

- Risk Management Plan – Develop per the project's Cost and Schedule Risk Management.
- Scope Management Plan- The **CONSULTANT** will identify and track external project constraints for information to be used in construction procurement documents. Constraints will include but not be limited to environmental, cultural, and historical resources, hazardous waste, adjoining planned and/or committed projects, and other information that could be used to control the conditions for the available range of procurement methods. Such information may be used to evaluate alternative technical concepts during procurement, or VE proposals.
- Scheduling Software – The **SCDOT** will identify the scheduling software to be used by the **CONSULTANT**, considering use and compatibility by all design **CONSULTANT's** and contractors through project closeout.
- Cost Tracking Software - The **SCDOT** will identify the cost tracking software to be used by the **CONSULTANT**, considering use and compatibility by all design **CONSULTANT's** and contractors through project closeout.
- New and Innovative Contracting Strategies - The **CONSULTANT** will evaluate design-bid-build, design-build, and public-private-partnership (P3) contracting strategies.
- Partnering – This process may be initiated at the **SCDOT's** option consistent with the recommended and selected procurement method.
- Change Order and Extra Work Order Procedures - The **SCDOT** may develop these procedures to be consistent with the recommended and selected procurement method.
- Claims Management Procedures - These procedures may be developed

by the **SCDOT** consistent with the recommended and selected procurement method.

17.10 Design Quality Assurance/Quality Control (QA/QC) (*)

The **CONSULTANT** will prepare a plan which details the design QA/QC procedures, including:

- design standards to be followed,
- design criteria, procedures for preparation and checking of plans, specifications, estimates, calculations, and other submittals,
- procedures and/or resources for preparing and checking any highly specialized designs,
- procedures for coordinating work between different team members,
- procedures for coordination and obtaining permits from permitting agencies, utility companies, and railroads, including procedures for incorporating into the design, and procedures for coordinating reviews to meet the project schedule,
- frequency, methods, and level of review for all project design, including constructability verification, clarity, completeness, accuracy, and back-checking,
- qualifications for key design personnel, and
- documentation and submittal procedures.

17.11 Construction Quality Assurance/Quality Control (QA/QC)

The **SCDOT** may develop these procedures to align with the recommended and selected procurement method.

17.12 Environmental Monitoring

The **SCDOT** may develop these procedures to align consistent with the recommended and selected procurement method.

17.13 Right-of-Way

The **SCDOT** may develop these procedures to align consistent with the recommended and selected procurement method.

17.14 Safety and Security

The **SCDOT** may develop these procedures to align consistent with the recommended and selected procurement method.

17.15 Traffic Management

These procedures may be developed by the **SCDOT** to align consistent with the recommended and selected procurement method.

17.16 Project Communications (Media and Public Information)

The media and public involvement process for the NEPA phase of the project has been established and is underway. The process to be followed during construction may be developed by the **SCDOT** in conjunction with procurement of a design build contractor.

17.17 Civil Rights Program

The **SCDOT** will provide this information, if applicable.

17.18 Closeout Plan

The **SCDOT** may develop these procedures to align consistent with the recommended and selected procurement method.

17.19 Project Documentation (*)

The **CONSULTANT** will provide a documentation plan which includes docu-

mentation logs, archiving, file naming, and management responsibilities.

17.20 Executive Leadership Endorsement

Executive leadership from the **SCDOT** and FHWA, as well as other related agencies, may endorse the PMP as a sign of commitment to the project goals and objectives.

18 PROJECT FINANCIAL PLAN

As of the date of this scope amendment, no work has been initiated on this task. When work begins on this task, it will include the I-526 LCC project limits from Paul Cantrell Boulevard to Virginia Avenue.

The **CONSULTANT** will develop an Initial Financial Plan (IFP) built upon the general guidance provided by FHWA for "major projects," dated December 14, 2014. FHWA guidance indicates that the IFP must be submitted prior to authorization of federal financial assistance for construction, which will depend on the final **delivery** method. The IFP will be modified by annual updates (AU) through the final completion of the project.

The **CONSULTANT** will identify all potential project funds to be raised from debt proceeds which may include GARVEE Bonds, TIFIA loans, project revenue bonds, general obligation bonds, or any other sources. The **CONSULTANT** will also identify any potential Federal or State Grant opportunities which may be a source of project funding.

18.1 Draft Financial Plan (*)

Develop draft Initial Financial Plan for the **SCDOT** and FHWA review.

18.2 Final Financial Plan (*)

Develop Final Initial Financial Plan for the **SCDOT** and FHWA review.

18.3 Content Discussion (*)

Meet with the **SCDOT** and/or FHWA to discuss content of Initial Financial Plan.

18.4 Updates to Financial Plan (*)

Develop five (5) annual updates of Financial Plan.

The **CONSULTANT** will include, at a minimum, the following information outlined in the following nine sections.

18.4.1 Project Description

The environmental document will establish the scope of the overall project. The relevant excerpts from the environmental document will be included in this description to ensure that the entire project is contained in the financial plan.

A narrative will be included describing phasing, if appropriate, and the funded phase will be highlighted.

18.4.2 Schedule

The project schedule will be prepared and validated in Task 15.

If a phasing plan is being presented, in addition to providing the overall completion date, the financial plan should include anticipated completion for the funded phase.

18.4.3 Project Cost

The project cost will be developed through Task 13.1.2 in a bottom-to-top manner for evaluation of the NEPA alternatives, and in a parametric manner for use in the cost and schedule risk assessment, Task 15.

The total cost of the project and the remaining cost-to-complete in year-of-expenditure dollars will be presented in the IFP. Major Project Program Cost Estimating Guidance (http://www.fhwa.dot.gov/ipd/project_delivery/) will be referenced for further guidance. The total cost of the project will be presented as the sum of the costs for each major segment and element of the project.

The FHWA requirement for a Cost Estimate Review (CER) will be satisfied by the scope of Task 15, which provides an unbiased risk based probabilistic review to verify the accuracy and reasonableness of the current cost estimate and schedule.

If a phasing plan is being presented, in addition to providing the overall total project cost, the financial plan will include costs for the funded phase.

18.4.4 Project Funds

The financial plan will describe all project funding sources that the **SCDOT** expects will be dedicated to the project and include an evaluation of the likelihood of the anticipated amounts becoming committed and reasonably available.

The financial plan will identify all project funds raised from debt proceeds according to their financing source. The **SCDOT's** ability to borrow the needed funds, focusing especially on the adequacy of the revenue source(s) pledged for repayment.

The plan will address the potential for unanticipated changes in expected revenue and the impact on the project, including delays or decreases in receipt of project funding, reductions in user fees earmarked for the project, changes in governmental rules impacting the project, etc.

If a phasing plan is being presented, funding documentation will only be provided for the funded phase covered by the financial plan.

18.4.5 Financing Issues

The cost of financing for the project will be estimated separately from the total project costs described above. This includes the issuance costs, interest costs, and other aspects of borrowing funds for this project. Each source of financing will be shown separately

as estimates in the Initial Financial Plan.

If a phasing plan is being presented, the financial plan will only include the cost of financing for the funded phase.

18.4.6 Cash Flow

The cash flow portion of the IFP will include an annual schedule of cash revenues and expenditures in order to demonstrate that the payout schedules for contractors and in-house costs can be met. The cash flow analysis will show all expenditures through project completion.

If a phasing plan is being presented, cash flow will only be provided for the funded phase covered by the financial plan.

18.4.7 P3 Assessment

This section will provide a narrative describing the process used to assess the appropriateness of a P3 to deliver the project. Items covered in the narrative will include:

- Existence (or absence) of legislative authority to allow a P3 procurement structure,
- The **SCDOT** plan to manage a P3,
- Comparison of benefits and challenges of procuring the project as a P3 versus traditional procurement methods. These may include:
 - Innovation
 - Project delivery schedule
 - Cost and schedule impacts
 - Quality
 - Operations and maintenance efficiencies
 - Increased likelihood of project delivery
- Risk allocation analysis comparing P3 with traditional delivery methods.
- Relative access to and cost of capital
- Any other factors that relate to evaluating the appropriateness of a P3 to the project (see also the FHWA Center for Innovative Finance Support P3 Toolkit and P3 Screening Tool for other issues that might be addressed
<http://www.fhwa.dot.gov/ipd/p3/toolkit/>

For a financial plan with a phasing plan, an analysis of the appropriateness of a P3 will be performed as additional portions of the project are added to the financial plan.

18.4.8 Risk and Response Strategies

This portion of the IFP will be completed under Task 15, Cost and Schedule Risk Assessment.

18.4.9 Annual Update Cycle

Financial plans must be updated annually (23 U.S.C. 106(h)(1) and (3)). The submission dates and reporting periods (data "as of

date") will be proposed in the Initial Financial Plan.

19 GRANT APPLICATION ASSISTANCE

The **CONSULTANT** will assist the **SCDOT** with grant activities associated with the U.S. SCDOT of Transportation's "Reconnecting Communities" and other competitive grant opportunities.

19.1 Documentation and Recommendations (*)

The **CONSULTANT** will adhere to all grant application / NOFO guidelines, and will, in coordination with the **SCDOT**, gather all documentation and information necessary for a strong application.

The **CONSULTANT** will make recommendations to the **SCDOT** regarding which grant opportunities align with and would provide the most competitive grant application for the project.

The **CONSULTANT** will write the grant application, including all required elements and attachments, including but not limited to SF424 forms and a benefit cost analysis, as requested to meet the **SCDOT's** deadlines.

The **CONSULTANT** will obtain and/or create illustrative graphics, charts, tables, pictures, etc., qualitative, and quantitative supporting data, and all other grant-required and the **SCDOT** -requested documentation and information to include in the grant application and/or required attachments.

The **CONSULTANT** will prepare letter of support and commitment letter templates and corresponding grant / project synopsis information to submit to the **SCDOT** for completion.

19.2 Draft Grant Applications (*)

The **CONSULTANT** will prepare and provide to the **SCDOT** a fully completed draft application, including all required attachments, within the **SCDOT** specified timeframe.

The **CONSULTANT** will incorporate all **SCDOT** requested revisions into the application and attachments within the **SCDOT** specified timeframe.

19.3 Final Grant Applications (*)

The **CONSULTANT** will prepare the final grant application in its entirety in the format specified in the NOFO to the **SCDOT's** satisfaction for submittal by the **SCDOT** within the **SCDOT's** specified timeframe.

19.4 QA/QC (*)

The **CONSULTANT** will ensure a Quality Assurance and Quality Check program is established for both internal and the **SCDOT** review.

19.5 Meetings (*)

The **CONSULTANT** will attend meetings, calls, etc. at the request of the **SCDOT** to facilitate grant application development and submittal. It is assumed that two (2) grant applications will be prepared annually for a total of eight (8) grant applications. There will be two (2) anticipated meetings per grant application, and they will be held virtually.

19.6 Deliverables

- Draft Grant Application
- Final Grant Application

20 DESIGN ADJUSTMENT (*)

During the project development process, the need for additional design effort above and beyond that which was anticipated and included in other specific tasks may be necessary. This additional work shall be included in this task. **CONSULTANT** shall perform work under this task only upon written direction from the **SCDOT**. Due to the complexity of the project, it is assumed that this task has a maximum two hundred (200) man-hours. If any additional man-hours are needed a contract modification will be required.

21 COST ESTIMATE AND RISK UPDATES (*)

The **CONSULTANT** will coordinate with the **SCDOT** and organize a meeting/webinar, in the first quarter of every year throughout this contract or up to construction, in order to assess the Project Cost Estimate and update as necessary based on current market conditions, inflation, risks or other relevant project variables. The **CONSULTANT** will coordinate with the **SCDOT** to establish updates to Project Risk Register based on current project status and cost mitigation efforts. Four (4) updates will be performed with the first anticipated to be performed in Q1 2024.

Assumptions:

- Up to four (4) staff members will attend 4-hour webinar each year.

22 COST SCHEDULE AND RISK ANALYSIS (CSRA) UPDATE

22.1 CSRA Update Webinar with FHWA and Previous Participants (*)

The **CONSULTANT** will engage previous Core Workshop Participants, Subject-Matter Experts, Risk Leads, and Cost Leads in order to conduct an updated CSRA Workshop for this project prior to Procurement. The purpose of this webinar is to update and further educate the project team on where the project stands with regards to updated cost and schedule risks prior to construction.

The **CONSULTANT** will provide FHWA and Stakeholders with all background information and attend this webinar.

Assumptions:

- Up to eight (8) staff members will attend workshop.
- CSRA update will be performed for the entire project, without segmentation.

22.2 Update Base Schedule and Base Cost Estimates (*)

The **CONSULTANT** will update high level CPM schedules, construction cost estimates, and workflow of remaining work to complete at the time of NTP and through the end of project construction for all phases.

The **CONSULTANT** staff will hold a half-day meeting with the **SCDOT** to review the OPCC and project construction schedule.

22.3 Update and Identify Additional Risks (*)

The **CONSULTANT** will continually review and update the existing CSRA risk matrix for use in the CSRA Update Webinar including review and addition of new risks as necessary for all phases.

The **CONSULTANT** staff [four (4) staff] will hold a half-day meeting with the **SCDOT** to review the risk matrix.

22.4 Workshop Planning (*)

The **CONSULTANT** will develop an agenda for the CSRA Update workshop which will identify the most significant aspects of the project into sessions and allotting a proper amount of time for the discussion of each topic. The **CONSULTANT** will coordinate with the **SCDOT** and FHWA to identify subject matter experts for each session/topic.

The **CONSULTANT** will participate in a pre-CSRA webinar with FHWA.

22.5 Attend Updated CSRA Workshop (*)

The **CONSULTANT** will attend the CSRA Update Workshop.

The **CONSULTANT** will provide a subject matter expert for the following disciplines: Project management, Environmental, right-of-way, Utilities, Roadway design, Hydraulic design, Structures design, Geotechnical design, Construction. [Assume eight (8) staff].

22.6 Review Updated CSRA Final Summary Report (*)

A final CSRA Update Workshop Summary Report will be developed by FHWA. The **CONSULTANT** will perform a quality control review of the summary report.

22.7 Deliverables

- Updated Base Cost Estimates (OPCC)
- Updated Basis of Estimate
- Updated Baseline Schedules
- Updated Risk Matrix/Register

July 22, 2025

Gloria C. Tanner
President
Comprehensive Business Consultants, LLC
1805 Clemson Road, No. 290433
Columbia, SC 29229

**RE: Cancellation of Request for Proposals
I-526 Lowcountry Corridor WEST's Small Business Program
Project ID Number: P027507**

Dear Ms. Tanner:

Stantec regrets to inform you that it has determined it is in the best interest of the State of South Carolina for Stantec to cancel the procurement of Small Business Program Contract. The project is anticipated to begin in 2028 and more information regarding the scope of and specification for the program will need to be analyzed prior to procurement.

Thank you so much for your interest in the project and for your team's effort in preparing your responses to this RFP.

Sincerely,



Stuart Day, Stantec Project Manager

cc:

Kit Scott, PE, DBIA - SCDOT, I-526 LCC WEST Project Director
Emmett Kirwan, NIGP-CPP, SCDOT, Procurement Director
Greg Davis, Director - SCDOT, Minority & Small Business Affairs
LaTonya Derrick, PhD - Stantec, I-526 LCC WEST Deputy Project Manager

From: [Kirwan, Emmett, I.](#)
To: [White, John](#)
Cc: [Craig, Kimber](#); [Grier, Manton](#); [Player, Darrin](#)
Subject: RE: [External] Protest Of Award - I-526 Country Corridor West - Small Business Program (Stantec-SCDOT)
Date: Tuesday, July 22, 2025 3:20:25 PM
Attachments: [image001.png](#)
[image002.png](#)
[CBC Notice of Cancellation Notification.pdf](#)

John,

Stantec has cancelled this procurement as no award was ever finalized by Stantec. Stantec has notified all the firms who responded. I have attached a copy of the letter that was sent. This happens to be the one sent to Ms. Tanner.

To answer your questions below.

1. If SCDOT were to procure the services that were outlined in 14.15, 14.18, and 14.31 and they were not directly connected to the requirements of a highway construction project, then we would not procure these under our exemption.
2. Correct, they are only exempt as they are directly related to and required of the Record of Decision for a highway construction project.

The requirements are in the Record of Decision which can be found here - [WEST Project Resources — I-526 Lowcountry Corridor](#).

Thank you,



Emmett I. Kirwan, NIGP-CPP

Procurement Director, Commodities & Services

P 803-737-0676 **C** 803-260-9784 **E** KirwanEI@scdot.org

South Carolina Department of Transportation

955 Park Street, P.O. Box 191, Columbia, SC 29202-019

From: White, John <jswhite@mmo.sc.gov>
Sent: Monday, June 23, 2025 10:55 AM
To: Kirwan, Emmett, I. <KirwanEI@scdot.org>
Cc: Craig, Kimber <krcraig@mimo.sc.gov>; Grier, Manton <mgrier@ogc.sc.gov>; Player, Darrin <PlayerJD@scdot.org>
Subject: RE: [External] Protest Of Award - I-526 Country Corridor West - Small Business Program (Stantec-SCDOT)

***** This is an EXTERNAL email. Please do not click on a link or open any**

attachments unless you are confident it is from a trusted source. ***

Emmett,

I realize that it has been sometime since you sent the below message and the attached, but I do have question arising from DOT's response.

1. Is it DOT's position that acquisition of each of the services included in BB Foster's contract via contract modification in Section 14.15, 14.18, and 14.31 are exempt from the Procurement Code under Section 11-35-710(A)(1)? Put another way, would DOT's position be that if DOT procures these services directly, they are exempt?
2. Alternatively, is it DOT's position that acquisition of the services is exempt only because they are included in BB Foster's contract?

Please elaborate on the reasoning behind DOT's position.

Also, it might be helpful if we had a better understanding what these services are. The contract modification does not provide much detail. Would you please provide the relevant Federal Requirements or citations where we may find those requirements.

John White



John St. C. White | Materials Management Officer and State Engineer
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-0768 |

From: KIRWAN, EMMETT, I. <KirwanEI@scdot.org>

Sent: Monday, March 24, 2025 3:00 PM

To: White, John <jswhite@mmo.sc.gov>

Cc: Craig, Kimber <kcraig@mmo.sc.gov>; Grier, Manton <mgrier@ogc.sc.gov>; Player, Darrin <PlayerJD@scdot.org>

Subject: RE: [External] Protest Of Award - I-526 Country Corridor West - Small Business Program (Stantec-SCDOT)

Good afternoon John,

Please see SCDOT's response to Ms. Tanner's protest. Also, the tasks that BB Foster was hired for are

14.15 Pre-Employment Training

Page 45 of PDF

14.18 Small Business Development Program

Page 46 of PDG

14.31 Supplier Diversity: Diverse Business Enterprise/Small Business Recruitment Program
Page 54 of PDF

Please let me know if you need anything further.

Thank you,



Emmett I. Kirwan, NIGP-CPP

Procurement Director, Commodities & Services

P 803-737-0676 **C** 803-260-9784 **E** KirwanEI@scdot.org

South Carolina Department of Transportation

955 Park Street, P.O. Box 191, Columbia, SC 29202-019

From: White, John <jwhite@mmo.sc.gov>

Sent: Wednesday, March 19, 2025 5:15 PM

To: KIRWAN, EMMETT, I. <KirwanEI@scdot.org>

Cc: Craig, Kimber <kcraig@mmo.sc.gov>; Grier, Manton <mgrier@ogc.sc.gov>

Subject: FW: [External] Protest Of Award - I-526 Country Corridor West - Small Business Program (Stantec-SCDOT)

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Emmett,

See the attached protest and proceed in accordance with the Procurement Code.

John White



John St. C. White | Materials Management Officer and State Engineer

Division of Procurement Services | SC State Fiscal Accountability Authority

1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-0768 |

From: Gloria Tanner <gtanner@cbcllc-us.com>

Sent: Wednesday, March 19, 2025 4:50 PM

To: Protest-MMO <protest-mmo@mmo.state.sc.us>

Subject: [External] Protest Of Award - I-526 Country Corridor West - Small Business Program (Stantec-SCDOT)

Chief Procurement Officer,

Please accept the attached Protest Of Award Request for the I-526 Country Corridor West - Small Business Program. Please note both the advertisement (SCBO) and the RFP did not include a solicitation number.

If additional information is needed please do not hesitate to contact me.

Thank you,

Gloria C. Tanner
CBC, LLC
(803) 733-1607

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Services

Ad Start Date: August 29, 2024

Title: I-526 Lowcountry Corridor WEST's Small Business Program

Purchasing Agent/Entity: Department of Transportation

Bid/Submittal Due Date: October 3, 2024 - 2:00pm

Description:

Stantec Consulting, Inc., as directed by SCDOT, will be seeking a qualified vendor to provide Small Business, Pre-Employment Training and a Comprehensive Supplier Diversity Outreach and Engagement Plan as part of I-526 Lowcountry Corridor WEST's Small Business Program.

Solicitation #: n/a

Direct Inquiries To: Carla Artis, ENV SP MCA

Buyer Phone#:

Buyer Email: I-526LCCWEST_SBP@stantec.com

Pre-Bid Information:

September 19th, 2024, 10:00am (In-person event)

I-526 Lowcountry Corridor Community Office, 5605A Rivers Avenue, North Charleston, SC 29406

Full Details / Download: https://bit.ly/RFP_I-526LCCW_SBP

South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201
803-737-0600 • scbo@mmo.sc.gov • <https://scbo.sc.gov> • <https://procurement.sc.gov>

