

RESOLUTION NUMBER 1026

**A RESOLUTION APPROVING THE ENTRY OF A
PURCHASE CONTRACT IN EXCESS OF \$100,000
(PROFESSIONAL SERVICES FOR PALMETTO PARK GREENWAY
CONNECTOR FEASIBILITY STUDY PROJECT)**

WHEREAS, the City Council (the "Council") of the City of Sumter, South Carolina (the "City"), has enacted an Ordinance entitled "An Ordinance Establishing Procurement Procedures for the City of Sumter, South Carolina" (the "Purchasing Ordinance");

WHEREAS, pursuant to the Purchasing Ordinance, the Council must approve by resolution any purchase contract subject to the Purchasing Ordinance that exceeds \$100,000.00; and

WHEREAS, the Council has been presented with a request to approve a purchase contract (the "Contract") in excess of \$100,000.00;

NOW, THEREFORE, be it resolved as follows:

Section 1. The Council hereby approves the Contract for the supplies, services, equipment, or construction identified below:

SUBJECT:	Professional Services for the Palmetto Park Connector Greenway Feasibility Study and Conceptual Engineering Plan
CONTRACTOR/VENDOR	Alta Planning + Design, Inc.
PRICE:	\$200,000.00 (Funding Source: South Carolina Department of Transportation (SUATS Regional Mobility Program Account)
	<i>Note: Combination of federal transportation funding (80%) and state transportation matching dollars (20%).</i>
METHOD:	Exempted Items (Purchasing Ordinance, Section II.L.11); Supporting materials are attached.

Section 2. The City Manager is hereby authorized to negotiate, execute, and deliver the Contract on behalf of the City in such form and with such additions, deletions, or modifications as he deems necessary or prudent.

ADOPTED THIS 17TH DAY OF MARCH 2026, BY SUMTER CITY COUNCIL.

CITY OF SUMTER, SOUTH CAROLINA

David P. Merchant, Mayor

James B. Blassingame, Mayor Pro Tempore

Calvin K. Hastie, Sr., Councilman

Colin C. Davis, Councilman

Gifford M. Shaw, Councilman

Anthony Gibson, Councilman

Rebecca Lynn Kennedy, Councilwoman

ATTEST:

Cecilia Newman, City Clerk



RFP #02-25/26

**REQUEST FOR PROPOSALS
Palmetto Park Greenway Connector Feasibility Study**

RFP Issuance Date:

Monday, September 8, 2025

Submission Deadline:

Thursday, October 9, 2025 at 2:00 PM EST

Submit Proposals To:

City of Sumter

Attn: Purchasing Department

Palmetto Park Greenway Connector Feasibility Study

21 North Main Street / PO Box 1449

Sumter, SC 29150

Deadline to Request additional information and submit Questions:

Friday, September 19, 2025 at 2:00 PM EST

All questions will be posted & answered on the City's website

by **Tuesday, September 23, 2025 at 5:00 PM EST**

Questions should be directed by email only to:

Kyle Kelly

KKelly@sumtersc.gov

On behalf of the SUATS MPO, the City of Sumter, South Carolina (the “City”) invites qualified individuals or entities (referred to herein as “Vendors”) to submit proposals for the above titled project. This solicitation is a Request for Proposals (“RFP”).

Submission Deadline

Proposals must be received no later than 2:00pm EST on **Thursday, October 9, 2025**.

Submission

Proposals must be submitted electronically as described in *Section E.4* of this solicitation.

Selection

The City of Sumter will conduct a formal selection process to determine the best qualified Vendor who meets the City’s needs. A selection committee will review, evaluate, and score the proposals. 1 or more top scoring Vendors may be short-listed and invited to interview for the project.

Agreement

The City anticipates entering into a contract with 1 Vendor submitting the proposal deemed to be most advantageous to the City. The selected Vendor shall be required to sign a formal agreement (the “Agreement”). This RFP does not constitute an agreement or a contract with any Vendor. A proposal is not binding until proposals are reviewed and accepted by the City Council of the City and the Agreement is executed by both parties.

Development Costs

The City shall not be liable for any expense incurred in preparing a response to this RFP. Vendors should prepare a straightforward and concise description of the Vendor’s ability to meet the requirements of the RFP.

Reserved Rights

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. The City shall be the sole judge of whether any proposal and/or the resulting Agreement is in its best interest, and its decision shall be final. The City reserves the right to accept or reject all or any part of a submission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate as it deems necessary to determine the ability of any Vendor to perform the work or services requested. Each Vendor, upon request, shall provide such information as the City deems necessary to evaluate its proposal.

Flexible Scope.

The scope of services described below is aspirational, but the City has budgetary limits. The City will negotiate a contract price after qualifications-based selection is complete (including, without limitation, by altering or reducing the scope of services).

A. General Procurement Information

Responses to the RFP are not bids. If the City is willing and able to negotiate an agreement with the successful Vendor, the Agreement shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, or terminate, restructure, or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City. It is the sole responsibility of each Vendor to gather adequate information, review collateral documents, and make those inquiries that are necessary and prudent as to the project. The Vendors are not entitled to rely on the City or the City's representations or information to the exclusion of the Vendors' due diligence.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, or other City staff not identified in this RFP as points of contacts during the period that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the Vendor from further consideration.

Any requests for additional information or questions concerning the procedures specified in this request should be directed to Senior Planner Kyle Kelly, via email only to KKelly@sumtersc.gov, with "Palmetto Park Greenway Connector Feasibility Study" in the subject line.

The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Sumter.

All questions must be received by 2:00pm EST on **Friday, September 19, 2025**. The City will not respond to questions submitted after this deadline.

All questions will be posted and answered on the City's website by **Tuesday, September 23, 2025** at 5:00 PM EST.

<https://www.sumtersc.gov/departments/purchasing/rfp-rfq>

B. Introduction

The City of Sumter, on behalf of the Sumter Area Transportation Study Metropolitan Planning Organization (SUATS MPO), seeks a well-qualified consultant to complete a Feasibility Study and Conceptual Engineering Plan for a proposed bicycle and pedestrian greenway and/or sidepath connector between Plowden Pond on the Shot Pouch Greenway and Palmetto Park / Sumter Tennis Center. An area map is included as *Exhibit A* of this solicitation.

SUATS values the benefits that greenways bring to the area's transportation network. This project is part of the SUATS MPO's implementation of transportation planning objectives utilizing federal-aid funds.

The Palmetto Park Connector Feasibility Study and Conceptual Engineering Plan must address existing conditions, particularly issues with flooding and soil conditions; wetland impacts; potential opportunities and barriers; future trail alignment alternatives (with different options as necessary); alternatives for crossing North Guignard Drive (US-521); identification of properties along the alignments; cost estimates for construction of the different alignments; and funding options and available grants.

The project area extends from the Shot Pouch Greenway and Plowden Pond Loop Trail intersection adjacent to Miller Road to the parking lot next to the Sumter Tennis Center at the intersection of University Drive and Theatre Drive, covering approximately 1 mile. The planning area includes the main campuses of Central Carolina Technical College (CCTC) and USC-Sumter, and Palmetto Park, and extends from Miller Road in the south to Powder Horn Branch and Theatre Drive in the north.

SUATS' goal for this project is to evaluate and determine feasible alignments of a greenway connector between the Shot Pouch Greenway and Palmetto Park / Sumter Tennis Center and provide conceptual engineering plans for the design of a multi-use path that connects multiple City of Sumter recreational assets along with two college campuses. The intent of the connector is to improve transportation options in the City and encourage walking, jogging, biking, and other outdoor activities.

All recommendations must be informed by a thorough analysis of current demographics, an inventory of existing physical conditions, and current regulations and policies that could affect construction; and public input.

Specific objectives of the project are:

- Provide potential multi-use path alignments that connect the Shot Pouch Greenway and Palmetto Park / Sumter Tennis Center, and provide connections for CCTC and USC-Sumter;
- Demonstrate the engineering feasibility of the alignments;
- Provide recommended alternatives for the safe crossing of North Guignard Drive (US-521);
- Identify anticipated Right-of-Way impacts on parcels abutting the alignments;
- Identify significant impacts associated with flooding, wetlands, and/or soil conditions;
- Provide cost estimates to help inform SUATS of the future costs for implementing the project.

C. Scope of Work

Ideally, the selected Vendor shall provide all services enumerated below. However, given practical budget limitations, the City reserves the right to negotiate an agreement based on a reduced scope of services. Vendors must agree to accept a reduced scope of services if required by the City.

The **Palmetto Park Connector Feasibility Study and Conceptual Engineering Plan** will include the following elements:

1. **Review of Local Policies and Planning Documents:** A review of the SUATS 2050 Long Range Transportation Plan, Sumter City-County 2040 Comprehensive Plan, Shot Pouch Greenway Master Plan, Sumter's 2023 Walk + Bike Master Plan, and other local policies, plans, and documents applicable to walking and biking infrastructure.
2. **Community Outreach:** The Consultant will develop a Community Engagement Plan (CEP) at the onset of the Plan effort to inform the public, build support, and receive feedback and concerns on different connector alignment options and the North Guignard Drive crossing alternatives. The CEP will define the goals and objectives of the community engagement effort, identify key stakeholders, and discuss the community engagement techniques and materials that will be used such as social media, newsletters, fact sheets, surveys, public input events, and graphical displays. Based upon the Plan milestones, a community engagement matrix will be developed to address methods proposed for the distribution of information. The matrix will help guide and focus the various stages of the outreach effort.
3. **Steering Committee:** Identify and convene an advisory group to provide periodic input during the project, including City officials, CCTC and USC-Sumter representatives, community organization representatives, residents, and other key stakeholders.
4. **Demographic, Cultural, and Environmental Analysis:**
 - a. Demographic analysis should include data on population, age, race, sex, income, occupation, housing, vehicle ownership, and any other demographic factors influencing bicycle and pedestrian planning in the study area.
 - b. Cultural analysis should include points of interest, historical sites, landmarks, and registered districts, school locations, church locations, identified economic development districts, affordable housing districts, etc.
 - c. Environmental analysis should include topography, hydrology, wetlands and floodplain locations, soil conditions, natural areas, threatened and endangered species, and right-of-way information.
 - d. Results should be represented in easily decipherable maps, graphs, charts, and/or tables.
5. **Physical Feature Data Collection and Analysis:** While much geographic data shall be made available to the selected Consultant, to facilitate preparation of a Base Plan to be used during the Conceptual Engineering Design task, it is anticipated that additional on-ground topographic survey and geotechnical engineering will be required to:
 - a) assess the accuracy of this data,
 - b) supplement it for completeness, and

- c) provide sufficient topographic information to accurately assess the feasibility of proposed conceptual design alternatives.

The Consultant shall also gather information from public utilities and private service providers to determine the location of their facilities within the study area and any potential utility-related impacts on the project.

- 6. **Base Plan Development:** Data gathered shall be utilized to create a Base Plan to be used in the development of Conceptual Engineering Design Alternatives and Plan. The Base Plan shall be a detailed depiction of existing conditions and features in the study area including but not limited to:

- o Right-of-way boundaries
- o Existing pedestrian and bicycle facilities to include sidewalks
- o Pedestrian crossings and signals
- o Driveways
- o Traffic signal locations
- o Traffic signage
- o Schools, churches, goods, and services
- o Recreational facilities
- o Locations of, and logs for, all soil borings
- o Location of existing utilities (overhead and underground) including sanitary sewers, stormwater pipes and ditches, water mains, gas and electric mains, light poles, etc. as well as related appurtenances such as manholes, catch basins, and fire hydrants; it is not necessary to show utility depths or provide any profile plans for same
- o Location of wetlands and/or floodplains
- o Natural and/or scenic areas
- o Topographic contours at a minimum of 2-foot contour intervals (to be supplemented by spot elevations where deemed necessary by Consultant to adequately prepare Conceptual Engineering Design Plans)
- o Existing buildings, parking lots, and other similar improvements which might potentially be impacted by proposed improvements
- o Pavement (including geometrics and lane markings)
- o Ongoing or planned construction at either college campus or Palmetto Park

- 7. **Alternative Conceptual Plan Development:** It is anticipated that the Palmetto Park Connector is to be implemented utilizing funds from a variety of funding sources. Recognizing Federal, State, and local resources may ultimately be used to implement the Plan, all efforts must be consistent with requirements of the potential funding agencies. Possible utilization of federal funds requires that this work be planned and designed consistent with the requirements for use of such funding.

Consultant shall prepare one no-build and at least 3 Alternative Conceptual Plan options for the Palmetto Park Connector (see detail below). The conceptual plans are to be developed considering future conditions through the year 2040. The conceptual plans should provide varied alignment / routing options for the Palmetto Park Connector.

Conceptual plan alternatives are to be formulated by the consultant and agreed to for analysis by the Project Manager.

8. Opportunities and Barriers Analysis:

- a. The Opportunities and Barriers analysis should address issues that can be considered opportunities that each different connector alignment option can provide if constructed. Examples of opportunities can include connectivity to points of interest, economic development potential or benefits, and number of citizens within a walkable or rideable distance to the greenway connector.
- b. This section should address barriers that could make the implementation of an alignment alternative option difficult or infeasible to achieve.
- c. Special attention should be given to investigating potential impacts on, or issues with, property owners for each alignment option.
- d. Analysis of constructability including potential permitting challenges with regulatory agencies, particularly the U.S. Army Corps of Engineers and SCDOT, and issues associated with the floodplain and soil conditions.

9. Development of Estimates of Probable Cost: Consultant shall prepare conceptual level estimates of probable cost for all the alternatives. This task is intended to be utilized as part of the cost-benefit component of the evaluation of the alternatives.

10. Final Summary Plan Report: A Final Summary Plan Report shall be prepared to synthesize the results of the work undertaken in preparation of this Plan and to provide the advantages and disadvantages of the conceptual plans / Palmetto Park Connector alignments. This document shall include at a minimum:

- a. Goals and objectives of the project
- b. A summary of the Base Plan
- c. An overview of the three conceptual plan alternatives
- d. Opportunities and Barriers Analysis Results
- e. Summary of community outreach results
- f. Conceptual level cost estimates for the three alternatives
- g. Implementation timeline for each alternative
- h. Consolidated overview of the advantages and disadvantages of each conceptual plan alternative
- i. Recommended facilities and amenities, with locations, to be included on the connector. Facilities and amenities should be consistent with those on the Shot Pouch Greenway. Facilities and amenities could include information kiosks, wayfinding signs, bike racks, bike fix-it stations, gates, barriers, trash cans, pet waste stations, benches, etc.

The Sumter City-County Planning Department will dedicate staff to provide assistance in collecting background documents and other information, coordinating and facilitating steering committee meetings, facilitating public input events, and otherwise supporting the project. Planning Department staff will play an active role in the development of the project and its recommendations through a series of staff-consultant meetings, in person and/or via telephone.

This project is funded in part by the Federal Highways Administration (FHWA) and must comply with all applicable State and Federal policies and regulations.

E. Response Requirements and Submittal Format

1. Submittal Format, Evaluation Criteria

Vendors shall prepare their proposals with reference to the items outlined in the Evaluation Form and should ensure that proposals address the sub-items within each scoring criterion.

The format for the Vendor's response to the RFP is indicated below.

1. **Executive Summary.** Include key elements of the proposal.
2. **Consultant's Background.** The Consultant's general background and technical capabilities and experience with bicycle and pedestrian planning.
3. **Project Statement.** Prepare a brief, general statement indicating the consultant's overall understanding of the Project and the services to be provided.
4. **Proposed Work Program.** Identify the work elements to be undertaken, the procedures and methodology the consultant will employ to accomplish each work element and the output or work products to be provided. Identify any information needed from SUATS.
5. **Schedule.** Prepare a work schedule indicating the total time and staging for each work task and identify key milestone dates.
6. **Resources Summary.** Present a summary of the estimates of person-days for each work element.
7. **Staffing.** Identify specific individuals for this project, including: a) their project responsibilities, (b) their specific experience related to the responsibilities for this Project, (c) estimated level of effort (person day) and (d) personal resumes. This shall include subcontractors, if any, proposed as part of the project team. Identify the Project Manager.
8. **Past Projects.** Provide a list of all similar projects completed by the Consultant within the last 5 years.
9. **References.** Identify 3 references (name, address, and phone number) for recent consulting projects (within the last 5 years) of similar complexity that demonstrate successful and reliable experience.
10. **Signed Certifications Required.**
 - i. Acknowledgement of any addendums published during this procurement action
 - ii. Signed Exhibit C – Drug Free Workplace Certification
 - iii. Signed Exhibit D – Certification, Government-Wide Debarment and Suspension
 - iv. Signed Exhibit E - No SCDOT Commissioner Interest or Recent SCDOT Employee Interest
 - v. Signed Exhibit F – RFP Acknowledgement Form

In addition to the information required in the Evaluation Form, Vendors should provide the following information:

1. **Vendor's Organization, Management, and General Qualifications.** The principal individual responsible for the project should be identified and a statement presented that such individual will not be substituted without the express permission of the City. Include a statement referencing any and all claims for malpractice or defective performance that have been asserted against the Vendor in the past 5 years.

2. Instructions for Questions

No interpretations or clarification of the meaning of the instructions or scope of services will be allowed orally (except for general information). Every request for such interpretation should be e-mailed to Kyle Kelly, at KKelly@sumtersc.gov no later than 2:00pm EST on **Friday, September 19, 2025**. All such interpretations and any supplemental instructions will be issued in the form of written addenda to the Request for Proposals. The City will not respond to questions submitted after this deadline.

3. Proposal Deadline

Proposals are due no later than 2:00pm EST on **Thursday, October 9, 2025**.

4. Instructions for Submitting a Proposal

Proposals must be submitted **electronically**. Vendors must upload proposals by visiting the following URL: <https://www.sumtersc.gov/departments/purchasing/rfp-rfq>

Vendors must complete the online submission form and upload all related documents. Prior to clicking "submit", Vendors are responsible for ensuring that all documents intended to be submitted have been uploaded to the website. Incomplete submissions will not be considered. The City undertakes no obligation to notify Vendors that a submission is incomplete. Vendors may e-mail the City RFP contact to confirm that a submission with attachments exists. The City is under no obligation to reply nor does lack of a reply lessen Vendor's responsibility to submit a complete proposal. The City cannot confirm and will not open attachments to confirm completeness of proposal until the official opening. In the case of multiple submittals by a single Vendor, the last submittal by timestamp will be considered the final valid submittal of Proposer.

5. Ownership of Proposal Documentation

Upon receipt of proposals by the City, such proposals and all included documentation shall become the property of the City, without compensation to the Vendor, for disposition or usage by the City at its discretion. The City assumes no responsibility or obligation to proposers and will make no payment for any cost associated with the preparation or submission of proposals.

6. Confidential Information

All inquiries or correspondence relating to or about this RFP and all proposals submitted shall become the property of the City when received and subject to public disclosure unless exempt from disclosure by law. Unless required by law, proprietary or financial information submitted by a proposer will not be disclosed if the Vendor visibly marks each part of the proposal which proposer considers to be confidential or proprietary information with the word "Confidential".



Sumter City-County

Planning Department

DERON L. MCCORMICK
CITY MANAGER

HELEN M. ROODMAN
PLANNING DIRECTOR

GARY M. MIXON
COUNTY ADMINISTRATOR

MEMORANDUM

TO: Deron L. McCormick, City Manager

FROM: Kyle Kelly, Senior Planner

THRU: Helen Roodman, Planning Director

DATE: March 5, 2026

SUBJECT: Procurement Resolution for RFP #02-25/26 - Palmetto Park Connector Greenway Feasibility Study and Conceptual Engineering Plan

The Planning Department has selected Alta Planning + Design, Inc. as the consulting team for RFP #02-25/26 - Palmetto Park Connector Feasibility Study and Conceptual Engineering Plan. The goal for this project is to evaluate and determine feasible alignments of a greenway connector between the Shot Pouch Greenway and Palmetto Park/Sumter Tennis Center and provide conceptual engineering plans for the design of a multi-use path that connects multiple City of Sumter recreational assets and college campuses.

The intent of the connector is to expand multi-modal transportation options in the City as well as encourage walking, jogging, biking, and other outdoor activities.

The Alta Planning + Design team will lead the development of a feasibility report and conceptual engineering plan for the project through a detailed assessment of all relevant existing plans, physical conditions, and design standards to inform development.

The total contract amount is not to exceed \$200,000. All funds for this project are to be reimbursed to the City by SCDOT from the SUATS Regional Mobility Program account, which is a combination of federal transportation funding (80%) and state transportation matching dollars (20%).

Upon completion of the project the City will be provided with a feasibility assessment and conceptual engineering plan that identifies and assesses the feasibility of alternative routes, identifies facility type(s) for each route, identifies needed right-of-way (ROW), specifies a preferred alignment and phasing, and provides cost estimates and a funding strategy.

Attached is a copy of the proposed Professional Services Agreement and Scope of Services detailing the project.

Execution of the proposed contract is subject to both City Council's approval and SCDOT's concurrence.

RFP #02-25/26: SUATS Palmetto Park Greenway Connector Feasibility Study

SUBMISSION SCORES AND AVERAGES

Panel Member #1	Panel Member #2	Panel Member #3	Panel Member #4	Panel Member #5	Average	Company
97	96	80	98	100	94.20	Alta Planning + Design
91	99	77	97	90	90.80	Toole Design Group
77	99	79	99	95	89.80	Kimley - Horn
84	97	78	80	100	87.80	Bolton & Menk
74	99	72	97	92	86.80	The Landplan Group
58	98	78	96	88	83.60	Studio Main
53	98	74	96	80	80.20	Bowman Consulting



To: SUATS MPO, City of Sumter, SC

From: Alta Planning + Design

Date: February 11, 2026

Re: Sumter, SC Palmetto Park Greenway Connector Study Scope of Services

Proposed Work Program

This study will complete a feasibility assessment and conceptual engineering plan of an approximately 1-mile bicycle and pedestrian greenway and/or sidepath connector between Plowden Pond on the Shot Pouch Greenway and Palmetto Park/Sumter Tennis Center. The Study will identify and assess the feasibility of alternative routes, identify facility type(s) for each route, identify needed right-of-way (ROW), specify a preferred alignment and phasing, and provide cost estimates and a funding strategy. The key to a successful study is to identify safety and roadway design solutions. Tasks for this scope are listed below. Objectives of this study include:

- Provide potential multi-use path alignments that connect the Shot Pouch Greenway and Palmetto Park / Sumter Tennis Center, and provide connections for CCTC and USC-Sumter;
- Demonstrate the engineering feasibility of the alignments;
- Provide recommended alternatives for the safe crossing of North Guignard Drive (US-521);
- Identify anticipated Right-of-Way impacts on parcels abutting the alignments;
- Identify significant impacts associated with flooding, wetlands, and/or soil conditions;
- Provide cost estimates to help inform SUATS of the future costs for implementing the project.

Task 1: Project Management

Project Management and Biweekly Check-ins

Alta's Project Manager/Team (Alta) will coordinate with the City of Sumter's Project Manager/Team (City) through monthly virtual meetings for up to 10 one-hour meetings. Alta will provide meeting notes after every meeting, and will provide monthly project status updates, submitted with invoicing. The monthly meetings may also include extended time to invite other implementation partners at certain points in the process.

Task 1 Deliverables:

- Monthly virtual meetings and meeting notes
- Monthly project status updates with invoicing

Task 2: Review of Local Policies and Planning Documents

This task will include a review of the SUATS 2050 Long Range Transportation Plan, Sumter City-County 2040 Comprehensive Plan, Shot Pouch Greenway Master Plan, Sumter's 2023 Walk + Bike Master Plan, and other local policies, plans, and documents applicable to walking and biking infrastructure. The client will provide all plans to Alta.

Task 2 Deliverables:

- Plan review table

Task 3: Community Outreach

The Consultant will provide the following:

- Provide up to two (2) supporting graphics for City-maintained website.
- Development of a slide presentation deck to present the project to decision makers, Alta can provide this during two checkpoints of the project and have it as an evolving presentation.
- An outreach toolbox: This toolbox will allow city staff/MPO materials that can be presented at events and can include flyers, banners, and postcards. All content will be provided digitally and the City will be responsible for the printing of all materials.

Task 3 Deliverables:

- Materials for City website
- Presentation for project and findings
- An outreach toolbox, digital files only
- Stakeholder meeting summaries

Task 4: Steering Committee and Client Team

Identify and convene an advisory group to provide periodic input during the project, including City officials, USC Sumter, Central Carolina Technical College (CCTC), the YMCA, Sumter Tennis Center, and Sumter United Ministries. It is recommended that the committee **meets at least three times** during the life of the project and is encouraged to attend all the public engagement. The kick-off will be in person while following two meetings virtual. Typically we like to utilize the committee in the following ways:

- Input on the Community Engagement Plan
- Establish a vision and goals for the project
- Input on routing options and opportunities and constraints
- Defining criteria is most important when choosing a preferred trail route
- Weighing in on the preferred trail route (with the understanding the City is ultimately the decider on the preferred route)

A Client Team of City staff, led by the City's Project Manager, is also helpful in being a knowledgeable small working group that can inform this project. We recommend utilizing a client team who can be available on certain check-in calls and meetings.

The Sumter City-County Planning Department will dedicate staff to aid in collecting background documents and other information, coordinating and facilitating steering committee meetings, facilitating public input events, and otherwise supporting the project. Planning Department staff will play an active role in the development of the project and its recommendations through a series of staff-consultant meetings, in person and/or via telephone.

Task 4 Deliverables:

- Steering committee presentation materials (maps and PowerPoint)
- Meeting notes. The role and feedback from the Steering Committee summarized in the Community Outreach section of the plan

Task 5: Demographic, Cultural, and Environmental Analysis

A demographic analysis will include data on population, age, race, sex, income, occupation, housing, and vehicle ownership.

Cultural analysis will include points of interest, historical sites, landmarks, and registered districts, school locations, church locations, identified economic development districts, affordable housing districts, etc.

Environmental analysis will include topography, hydrology, wetlands and floodplain locations, soil conditions, natural areas, threatened and endangered species, environmental contamination, and right-of-way information. Results will be represented in easily decipherable maps, graphs, charts, and/or tables.

Task 5 Deliverables:

- Summary demographic, cultural, and environmental analysis maps, graphs, charts, and/or tables and integration in the Opportunities and Barriers Analysis, where relevant.

Task 6: Base Plan Development and Field Visit

Data gathered will be utilized to create a Base Plan to be used in the development of Conceptual Engineering Design Alternatives and Plan. This data will be provided to Alta by the client in a GIS or CAD format. Any data listed below that is not delivered in a GIS format by the client (or through our Geotech work) will not be included. The client may provide some additional master plan level concepts from the stakeholders which Alta will consider in routing of alternatives. While observations will be documented during field work, data collection will not be the focus of the field work. The Base Plan will be a detailed depiction of existing conditions and features in the study area including but not limited to:

- Right-of-way boundaries and parcels
- Existing pedestrian and bicycle facilities to include sidewalks

- Proposed facilities or projects
- Pedestrian crossings and signals
- Driveways
- Traffic signal locations
- Traffic signage
- Schools, churches, goods, and services
- Recreational facilities
- Location of existing utilities (overhead and underground) including sanitary sewers, stormwater pipes and ditches, water mains, gas and electric mains, light poles, etc.; this will only include data that is provided by the client, and not requesting any additional data from other sources
- Hydrology: location of wetlands, floodplains, and waterbodies
- Natural and/or scenic areas
- Topographic LIDAR contours at a minimum of 2-foot contour intervals
- Existing buildings, parking lots, and other similar improvements which might potentially be impacted by proposed improvements
- Pavement, if available (including geometrics and lane markings)
- Ongoing or planned construction at either college campus or Palmetto Park
- Traffic data that may inform design within road ROW, including crash, safety, and Annual Average Daily Traffic data.

Project Team Field Visit and Stakeholder Meetings

Day One: Kick Off and Field Visit

Once the base plan has been prepared, a kickoff meeting with the client team, including relevant stakeholders, can be scheduled concurrently with a field visit. During this meeting, the initial existing conditions analysis (Tasks 1, 4, 5, and 6) will be reviewed, and Alta will present potential routing alternatives for further exploration in the field. Feedback will be gathered on these proposed routes, and the client team and/or steering committee will be encouraged to mark known opportunities or constraints on the maps. Additionally, Alta will provide a project understanding map to suggest potential routes for consideration. Alta will provide enough team members that small breakout groups can allow for stakeholders to specifically discuss their areas of interests and any opportunities or constraints they would like to convey.

Day Two: Opportunities and Constraints Workshop/Modification of Trail Alternatives/Stakeholder Meetings

The Alta Team and client team can meet first thing to review any updates needed the maps and add any additional opportunities and constraints observed by the team. Alta can then take these updated maps to the stakeholder meetings, meeting with any groups or available, or following up with virtual meetings.

Task 6 Deliverables:

- Base Plan – large format map and ArcGIS Online map (in GIS or CAD)
- Project team field visit

- Project Understanding Map of potential alignments to study and the study area

Task 7: Alternative Conceptual Plan Development

It is anticipated that the Palmetto Park Connector is to be implemented utilizing funds from a variety of funding sources. Recognizing Federal, State, and local resources may ultimately be used to implement the Plan, all efforts must be consistent with requirements of the potential funding agencies. Possible utilization of federal funds requires that this work be planned and designed consistent with the requirements for use of such funding.

Alta has national experts on federal funding and limitations and requirements of these funding sources. We can provide recommendations on how to best align with these sources. We regularly design for Federal and State funded trail projects which follow American Association of State and Highway Transportation Officials (AASHTO) design guidelines and US Access Board (ADA/ABA guidelines and are experts in this area).

The Alta Team will prepare one no-build and up to 3 Alternative Conceptual Plan options for the Palmetto Park Connector (see detail below). The conceptual plans are to be developed considering future conditions through the year 2040. The conceptual plans will provide varied alignment /routing options for the Palmetto Park Connector. This will include recommended alternatives for the safe crossing of North Guignard Drive (US-521).

Conceptual plan alternatives are to be formulated by the Alta team and agreed to for analysis by the Project Manager.

Task 7 Deliverables:

- Three Alternative Conceptual Plan options added to Base Plan map

Task 8: Opportunities and Barriers Analysis

The Opportunities and Barriers analysis will address issues that can be considered opportunities that each different connector alignment option can provide if constructed. Examples of opportunities can include connectivity to points of interest, economic development potential or benefits, and number of citizens within a walkable or rideable distance to the greenway connector.

This section will address barriers that could make the implementation of an alignment alternative option difficult or infeasible to achieve.

- Special attention will be given to investigating potential impacts on, or issues with, property owners for each alignment option.
- Analysis of constructability including potential permitting challenges with regulatory agencies, particularly the U.S. Army Corps of Engineers and SCDOT, and issues associated with the floodplain and soil conditions.

Additionally, Alta proposes preparing a decision matrix to help decide which alternative is most feasible. This matrix can include criteria indicating how feasible an alternative is, such as safety and liability, utilities, environmental permitting, relative cost, ease of implementation, constructability and private property impacts. Additional criteria to consider could include user comfort, universal accessibility, landowner willingness, and public/stakeholder support.

Task 8 Deliverables:

- Opportunities and Barriers Analysis added to Base Plan map
- Decision Matrix

Task 9: Development of Estimates of Probable Cost

The Alta team, led by WSP, will prepare SCDOT formatted conceptual level estimates of probable cost for the three alternatives. The format of the estimates will be formatted in a way that will be acceptable for SCDOT and federal funding sources. This task is intended to be utilized as part of the cost-benefit component of the evaluation of the alternatives.

Task 9 Deliverables:

- Planning level cost estimate for three alternatives

Task 10: Final Summary Plan Report

A Final Summary Plan Report will be prepared to synthesize the results of the work undertaken in preparation of this Plan and to provide the advantages and disadvantages of the conceptual plans / Palmetto Park Connector alignments. This document will include at a minimum:

- An Executive Summary
- Goals and objectives of the project
- A summary of the Base Plan
- An overview of the three conceptual plan alternatives
- Opportunities and Barriers Analysis Results
- Summary of steering committee participation and input
- Conceptual level cost estimates for the three alternatives
- Implementation timeline
- Consolidated overview of the advantages and disadvantages of each conceptual plan alternative (including a decision matrix and the preferred/highest performing route based on the matrix)
- Up to 6 graphics, which may include some of the following types of illustrations: Graphic photo simulations, detailed plan view renderings, cross sections, or other exhibits that easily convey the intent to the public, funders, and decision makers.
- Recommended facilities and amenities, with locations, to be included on the connector. Facilities and amenities will be consistent with those on the Shot Pouch Greenway. Facilities and amenities could



include information kiosks, wayfinding signs, bike racks, bike fix-it stations, gates, barriers, trash cans, pet waste stations, benches, etc.

Task 10 Deliverables:

- Draft Summary Plan for City review
- Draft Summary Plan for Steering Committee review
- Draft Summary Plan for Public review
- Final Summary Plan (delivered digitally)
- GIS data of preferred alignment

Project Fee

This fee proposal is valid for 90 days from the date it is submitted. Hourly rates will be adjusted if work continues into 2027 and a fee increase would occur. We anticipate this project will take 10 months, and should not continue into 2027.

	Total Phase Fee
Task 1: Project Management (bi-weekly meetings, etc.)	\$ 20,946
Task 2: Review of Local Policies and Planning Documents	\$ 4,620
Task 3: Community Outreach	\$ 13,040
Task 4: Steering Committee and Client Team	\$ 16,742
Task 5: Demographic, Cultural, and Environmental Analysis	\$ 14,225
Task 6: Base Plan Development and Field Visit	\$ 47,380
Task 7: Alternative Conceptual Plan Development	\$ 16,322
Task 8: Opportunities and Barriers Analysis	\$ 22,521
Task 9: Development of Estimates of Probable Cost	\$ 10,977
Task 10: Final Summary Plan Report	\$ 33,227
Project Budget Total	\$ 200,000

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

THIS AGREEMENT entered into this _____ day of _____, 2026, by and between the City of Sumter, South Carolina (hereinafter referred to as “**Client**” and Alta Planning + Design, Inc. (hereinafter referred to as “**Consultant**”).

WITNESSETH:

WHEREAS, the Client wishes to engage the Consultant to render certain professional services as are described in the Scope of Services prepared by the Consultant (*Attachment A*) as set forth in this agreement, and;

WHEREAS, the Consultant is qualified, and has agreed to perform such services;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF THE CONSULTANT; FIXED COST CONTRACT; SERVICES TO BE RENDERED

- 1.1 Engagement of the Consultant: The consultant agrees to perform that work and those services identified and described in the Scope of Services (*Attachment A*).
- 1.2 Fixed Cost Contract: This is a fixed cost contract. The cost shall not exceed **\$200,000**, unless approved by an amendment
- 1.3 Work Products: The Consultant will provide the Client with work products as outlined in the Scope of Services (*Attachment A*).
- 1.4 Terms and Conditions: The terms and conditions appearing on page 17-25 of the Client’s Request for Proposals #02-25/26, dated September 8, 2025 (except to the extent expressly modified herein) are hereby incorporated by reference with the same force and effect as though fully set forth herein. To the extent that this Agreement is inconsistent with such terms and conditions, this Agreement shall prevail.

2 COMMENCEMENT; COMPLETION DATE

- 2.1 Commencement Date and Completion Date: Performance of Services may begin immediately on execution of this Agreement, hereinafter referred to as the “Commencement Date”) and except as otherwise specifically provided for herein, all services shall be completed in their entirety no later than **December 31, 2026** following the Commencement Date (hereinafter referred to as the “Completion Date”).

3 MEETING DATES

- 3.1 The Consultant will attend meetings with the Client or its representatives, or public hearings in order to discuss project activities and review draft and final work products, as prescribed in the Scope of Services.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

4 PERSONNEL

- 4.1 Personnel: The Consultant represents that it has, or will secure at its own expense, all professionally qualified personnel required to perform the services outlined in this Agreement. Such personnel shall not be employees of the Client.
- 4.2 Qualifications of Personnel: All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under appropriate Local, State, and Federal Laws to perform such services.
- 4.3 Subcontracts: The Consultant does not intend to utilize the services of subcontractors on this assignment. No work or services covered in this Agreement shall be subcontracted without prior written approval from the Client.
- 4.4 Restrictions on Personnel: The Consultant shall not hire or employ, nor shall it permit any subconsultant to hire or employ, any individuals who have a contractual relationship with the Client, to perform any work under this agreement without prior approval from the Client.
- 4.5 Consultant's Status as an Independent Contractor: The Consultant shall not be an employee of the Client for any purpose. The Consultant shall have sole responsibility to employ, supervise, and pay such professionals, subcontractors, and subconsultants as are necessary for the efficient performance of this contract. Under no circumstances shall the Client be responsible for any employee, professional, principal, subcontractor, or subconsultant of the Consultant for the payment of wages, fees, taxes, withholding, workmen's compensation, unemployment insurance, or any other form of remuneration that would signify an employer/employee relationship between the Client and the Consultant or any employee, professional, principal, subcontractor, or subconsultant of the Consultant.

5 TERMINATION FOR CONVENIENCE OF CLIENT

- 5.1 The Client shall have the right at any time, for any reason whatsoever, to suspend or terminate any part of or all of the work or services required of the Consultant under this Agreement with a 14 day written notice of such interruption or termination transmitted to the Consultant by the Client. In the event of termination of any part of or all of this Agreement without fault on the part of the Consultant, as defined in Section 6.1. the Consultant shall be entitled to a pro-rata compensation for all work performed pursuant to this Agreement through the date of termination. In order that the Consultant shall be entitled to receive payment under termination notice of any part of the work, all plans, drawings, surveys, survey results, tracings, logos, maps, photographs, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with this Agreement shall be transmitted to the Client in a form acceptable to both parties.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

- 5.2 If the project is suspended for more than 90 days, upon resumption of the Project, Consultant shall be entitled to submit an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs following the requirements set in Section 9 of this agreement..

6 TERMINATION FOR CAUSE

- 6.1 Events of Default: Any one or more of the following acts or omissions by the Consultant shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
- 6.1.1 Failure to perform or complete any of the services as scheduled or as required by this Agreement;
 - 6.1.2 Failure to maintain the records required hereunder or to permit access thereto;
 - 6.1.3 Failure in the performance of any of its remaining obligations hereunder or a default in any of the other covenants and conditions of this Agreement
 - 6.1.4 The issuance of a court order permitting the attachment of any amount due to the Consultant under this Agreement;
 - 6.1.5 An assignment for the benefit of creditors, the appointment of a receiver, the insolvency, or the filing for relief in Federal Bankruptcy Court of or by the Consultant;
 - 6.1.6 Notice to the Client that one or more insurance policies, proof of which the Consultant has provided to the Client pursuant to Section 15 of this Agreement, has been cancelled.
- 6.2 Termination: Upon the notice by Client of any Event of Default, provided that Consultant does not cure said default within 5 business days, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof at least 14 days before the effective date of such termination. In the event of termination by either party, all program records and all finished or unfinished documents, data, studies, surveys, drawings, maps, logos, photographs, and reports prepared by the Consultant shall, at the option of the Client, become the Client’s property and the Consultant shall be entitled to receive compensation for any work satisfactorily completed hereunder. If the project is suspended for more than 90 days, Consultant may, at its option, terminate this agreement upon giving 5 business days notice in writing to the Client.
- 6.3 Consultant may terminate this agreement upon 30 days prior written notice in the event of a material breach of the terms of this Agreement by the Client.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

7 RECORDS AND AUDITS

7.1 The Consultant Shall Maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement. These records shall be made available for inspection and audit purposes to the Client or any of their duly authorized representatives, in the Consultant's offices during regular hours provided that advance notice is provided to Consultant. The Consultant shall preserve all such records for 3 years after the completion date of this Agreement.

8 DATA

8.1 Data: As used in this Agreement, the term "data" shall mean all plans, drawings, surveys, survey results, tracings, field notes, estimates, specifications, logos, maps, proposals, finished or unfinished documents, data, studies, , calculations, reports, and correspondence prepared by the Consultant or any subcontractor or subconsultant in connection with performance under this Agreement.

8.2 Ownership of Data: All data shall become the property of the Client upon payment in full to Consultant in accordance with the terms and conditions of this Agreement whether or not delivered to the Client, and shall, together with any materials furnished to the Consultant or any subcontractor or subconsultant by the Client, be delivered to the Client upon request, and in any event, upon termination or final completion of the services to be performed under this agreement. Ownership shall not extend to Consultant's underlying means and methods used to create data. Additionally, any images, graphics, photographs, etc. contained within Consultant's deliverables thereto belonging to Consultant, and work papers, proprietary information, processes, methodologies, know-how and software previously belonging or licensed to Consultant, or not created specifically and exclusively by Consultant for Client pursuant to this Contract ("Consultant Data") shall remain the property of Consultant unless otherwise indicated in the Scope of Services. The Consultant shall have the right to retain a copy or copies of any or all data items for the Consultant's records and marketing purposes. Any reuse, modification or use of incomplete Consultant prepared documents, except for the specific purpose intended hereunder, will be at Client's sole risk and without liability or legal exposure to Consultant or its subconsultants.

9 AMENDMENTS

9.1 The Client may request changes in the services to be performed hereunder by the Consultant. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Agreement. Basis of Charges: The basis for any increase in the Project Budget shall not be incurred without prior written approval and shall be negotiated with the Client and the Consultant.

PROFESSIONAL SERVICES AGREEMENT
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10 ASSIGNABILITY

10.1 The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of the Client.

11 COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

11.1 The Consultant shall comply with and shall cause each subcontractor and subconsultant to comply with all applicable laws, ordinances, and codes of the Federal, State of South Carolina, Sumter County, and City of Sumter governments. Compliance clauses specific to transportation projects assisted with federal funding to which the Consultant must comply are included as *Attachments B and C* of this agreement.

12 CONFLICT OF INTEREST

12.1 Interest of Client and Employees: No member of the governing body of the municipality and county in which the project is located and no other public official officer, employee, or agent of the Client or its members, who exercises any functions or responsibilities in connection with the completion of the Client's functions to which this Agreement pertains, shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12.2 Interest of the Consultant and Employees: The Consultant covenants that neither it, nor any of its agents, servants, or employees, presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.

13 WAIVER OF BREACH

13.1 No waiver by the Client of its right to enforce any provisions hereof after any default on the part of this Consultant shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the Consultant.

14 NOTICE AND POINTS OF CONTACT

14.1 Any notice by a party hereto, to the other party, shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the address as follows:

If to the Consultant: Alta Planning + Design, Inc, 101 SW Main St, Ste 2000,
Portland OR 97204

If to the Client: City of Sumter, PO Box 1449, Sumter, SC 29151

PROFESSIONAL SERVICES AGREEMENT
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Project Managers/Points of Contact for the Client and Consultant are as follows:

(a) *Client:* Kyle Kelly, Senior Planner, 12 W. Liberty Street, PO Box 1449, Sumter, SC 29150; tel: 803-774-1612; kkelly@sumtersc.gov.

(b) *Consultant:* CC Contracts Department, Contracts@altago.com

14.2 Client shall give written notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of the Consultant's Services.

15 INSURANCE

15.1 Before commencing Work, and until completion and final acceptance of the Work, the Contractor shall procure and maintain, at its own expense, the insurance coverages described below. Before starting the Work, Contractor shall furnish a Certificate of Insurance, in a form acceptable to Client, evidencing the Contractor's compliance with the Agreement's insurance requirements. All insurance policies are to be written through a company duly authorized to transact that class of insurance within the jurisdiction of the Project site and shall be with insurance companies acceptable to Client and with A.M. Best Rating of A minus or better. The Certificates and policies for the Commercial General Liability and Business Automobile Liability Policy shall include Client as Additional Insureds for completed and ongoing operations on a primary and non-contributory basis.

15.2 All Insurance Certificates shall state policy numbers, dates of expiration, policy limits, and provide that the insurance will not be cancelled or reduced in the limits specified hereunder unless Client has been given written notice at least thirty (30) days prior to the date of the proposed change or cancellation (ten days' notice for non-payment of premiums).

15.3 If the Contractor fails to procure or maintain required insurance coverages, Client shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of the Contractor, and Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. Contractor shall not commence work until all insurance requirements are met.

15.4 Required Insurance Coverages: The insurance coverages to be provided include those as set forth below unless modified in an Insurance Exhibit attached to the Agreement:

15.4.1 Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence/\$1,000,000 aggregate Bodily Injury and Property Damage Liability. This coverage must, at a minimum, include coverage and/or endorsements for premises operations, products/completed operations, contractual liability assumed by Contractor under this Agreement, personal injury, advertising injury and broad form Property Damage (including coverage for explosion, collapse, and underground hazards), and independent Contractor coverages. All liability policies must be written on an "occurrence" basis. Such policy shall not contain Endorsement, CG 22 94 10 01. The

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

Commercial General Liability and Automobile Liability insurance required herein shall protect the Contractor and the Client against liability from damages growing out of any Contractor operations (including the operation of all automobiles, trucks, and other vehicles owned or rented) in connection with the performance of this Agreement, as well as liability arising after the completion of the Contractor's operations.

15.4.2 Motor Vehicle Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00 or a combined single limit of \$1,000,000.00.

15.4.3 Worker's Compensation in accordance with and providing coverages meeting or exceeding the limits required by, the laws of the State of South Carolina jurisdiction, and Employer's Liability Insurance with the following minimum limits: \$100,000 Per Accident, \$100,000 Per Disease for Each Employee, \$500,000 aggregate.

15.4.4 Excess or Umbrella Liability Insurance with a policy limit of \$1,000,000.00 per occurrence and aggregate. Limits may be provided by any combination of primary and excess policies.

15.4.5 Sub-Contractor Insurance: If Contractor elects, with Client's approval, to subcontract any portion of the Work to another Contractor, Contractor shall require of such Subcontractor insurance coverage similar to that required of Contractor hereunder and shall furnish to Client evidence that such insurance coverages are currently in effect. Moreover, Contractor shall require any such Subcontractor to include Contractor and Client as additional insureds on Subcontractor's Commercial General Liability Insurance and will provide Contractor with a waiver of subrogation form from such sub-Contractors worker's compensation carrier. Failure of Contractor to require Subcontractor to obtain the coverages required herein or to furnish Client evidence of such coverage shall be grounds for termination for default.

15.5 The Contractor shall furnish 1 copy of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverages set forth above. The Contractor shall furnish to the Client copies of any endorsements that are subsequently issued amending coverage or limits.

16 PROJECT BUDGET

16.1 As noted in Attachment A, total project costs shall not exceed **\$200,000**, unless approved by an amendment to this Agreement. This fee includes all professional services and normal out-of-pocket expenses including travel and communication costs.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

17 BILLING/PAYMENTS

17.4 Payment: Payment under this Agreement shall be made to the Consultant by the Client upon receipt and approval by the Client of the Consultant's billing statement.

17.5 Invoices: Invoices for the Consultant's services shall be submitted to the Client for review and approval. If Client disputes any portion of an invoice, Client will notify Consultant of such disputed items within 10 business days of receipt of the invoice. Invoices not subject to dispute shall be payable within 30 days after the date they are received.

18 CONSTRUCTION OF AGREEMENT AND TERMS

18.1 This Agreement is to be construed in accordance with the laws of the State of South Carolina and is binding upon and insures to the benefit of the parties and their respective successors and assigns. The headings are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

19 CHANGES IN LAW

19.1 The parties recognize that during the performance of this Agreement, the statues or other laws governing that performance may change. To the extent that such as change modifies the scope or substance of this Agreement, the parties agree to negotiate the effect of the change.

20 CONFIDENTIAL INFORMATION

20.1 All work performed under this Professional Services Agreement shall be confidential and released by the Consultant only to representatives of the Client. In no way shall this prohibit Consultant from mentioning its performance of this Agreement for future marketing purposes.

21 NO KICKBACK CERTIFICATION

21.1 The Consultant warrants that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no employee or elected official of the City of Sumter has any interest, financially or otherwise in the Consultant's organization.

22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

22.1 The Consultant certifies that it is not disbarred, suspended, or otherwise ineligible for participation in Federal assistance programs under *Executive Order 12549*.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

23 EQUAL EMPLOYMENT OPPORTUNITY

23.1 During performance of this Professional Services Agreement, the Consultant agrees to abide by the terms of *Section 503, Public Law 93-112*, and the regulations at *41 C.F.R. Part 60-741, Executive Order 11246*, as amended, and the regulation at *41 C.F.R. Part 60-1 through 60-60 and Section 402, Public Law 93-508*, and the regulations at *41 C.F.R. Part 60-2*.

24 INDEMNIFICATION

24.1 The Consultant will indemnify and save harmless the Client and its subcommittees and elected officials, its staff and all their officers, agents, servants, and employees from and against third-party claims for liabilities, damages, costs, expenses, and reasonable attorneys' fees to the extent arising solely out of a willful or negligent act or omission of the Consultant, its officers, agents, subconsultants, servants, or employees: provided however, that the Consultant shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees arising out of a willful or negligent act or omission of the Client, its officers, agents, servants, employees, or third parties. Client and Consultant agree that Consultant has no obligation to provide an immediate defense on claims embraced by this indemnity clause.

25 DISPUTE RESOLUTION

25.1 Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.

25.2 If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney's fees, expert witness fees, and costs.

26 SEVERABILITY

26.1 Should any provision in any section of this Agreement be found to be illegal or otherwise unenforceable, all other provisions and sections of this Agreement shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

27 MISCELLANEOUS

- 27.1 Standard of Care: Consultant shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.
- 27.2 Force Majeure: Neither Party shall be responsible for a delay in its respective performance under this contract, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including “acts of God,” abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party’s performance of its obligations under this Agreement.
- 27.3 Estimating Services: Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The Client recognizes that Consultant has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors’ methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, Consultant does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

28 SIGNATURES

By: CLIENT

For: The City of Sumter, South Carolina

_____ Date: _____
Deron L. McCormick
City Manager

By: CONSULTANT

For: Alta Planning + Design, Inc.

_____ Date: _____
Matt Hayes
Vice President

PROFESSIONAL SERVICES AGREEMENT
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ATTACHMENT A

SCOPE OF SERVICES

SCOPE OF SERVICES

See Attached Work Program as submitted to the City of Sumter by Alta Planning + Design and dated February 11, 2026.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

ATTACHMENT B

**CONSULTANT COMPLIANCE CLAUSES FOR
TRANSPORTATION PROJECTS**

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) Compliance with Regulations: The Consultant (Hereinafter includes Consultants) will comply with the Acts and the Regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. This includes FHWA or FTA specific program requirement.

(3) Drug Free Work Place Certification: By execution of this contract, the Consultant certifies 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.

(4) Ethics Act: By execution of this contract, the Consultant certifies Consultant is in compliance 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 – *Section 8-13-705*, (b) Recovery of kickbacks – *Section 8-13-790*, (c) Offering, soliciting, or receiving money for advice or assistance of public official – *Section 8-13-720*, (d) Use or disclosure of confidential information – *Section 8-13-725*, (e) Persons hired to assist in the preparation of specifications or evaluation of bids – *Section 8-13-1150*, (f) Solicitation of state employees – *Sections 8-13-755, 8-13-760 and 8-13-725*.

(5) 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).

(6) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin. This includes FHWA or FTA specific program requirements.

(7) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUMTER AREA TRANSPORTATION STUDY (hereinafter SUATS), the FEDERAL HIGHWAY ADMINISTRATION (FHWA), or the FEDERAL TRANSIT ADMINISTRATION (FTA) to be pertinent to ascertain compliance with such Acts, Regulations, instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to SUATS, FHWA or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

(8) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the Non-discrimination provisions of this contract, SUATS will impose such contract sanctions as it or the FEDERAL HIGHWAY ADMINISTRATION (FHWA), or the FEDERAL TRANSIT ADMINISTRATION (FTA) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Consultant under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Consultant will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontractor procurement as SUATS, the FEDERAL HIGHWAY ADMINISTRATION (FHWA), or the FEDERAL TRANSIT ADMINISTRATION (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor, or supplier because of such direction, the Consultant may request SUATS to enter into any litigation to protect the interests of SUATS. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

PROFESSIONAL SERVICES AGREEMENT
Palmetto Park Greenway Connector Feasibility Study Project

ATTACHMENT C

CONSULTANT NON-DISCRIMINATION CLAUSES

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the 1964 Civil Rights Act (42 U.S.C. 2§000 *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- The Federal-aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (42 U.S.C. §47123), as amended, (prohibits discrimination on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened, the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).