



City of Liberty

Stormwater Program + Funding Support





Agenda

- 01 Overview + Introductions
- 02 MS4 Support + Audit Response
- 03 Grant Funding Support
- 04 N. Azalea Street Culvert Repair
- 05 Questions + Discussion



Overview + Introductions

MS4 Support

Grant Funding Support

N. Azalea St.

Overview + Introductions



About McAdams

Our Services

- | Advisory Services
- | **Civil Engineering**
- | Construction Admin.
- | **Funding Services**
- | **Geomatics (Surveying)**
- | Land Planning + Entitlement
- | Landscape Architecture
- | **Stormwater**
- | Stream + Wetland Design
- | Transportation
- | Urban Planning + Design
- | **GIS**
- | Water + Wastewater

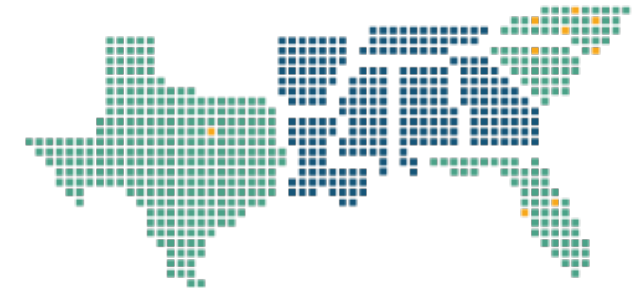
590+ Employees

- | 175+ Professional Engineers / Designers
- | 30 Registered Landscape Architects
- | 13 Certified Planners
- | 20 Professional Land Surveyors
- | 10 LEED® Certified Professionals
- | 8 Certified Floodplain Managers
- | 2 Certified Floodplain Surveyors
- | 1 Certified Arborist
- | 1 Certified Professional in Erosion + Sediment Control
- | 8 FAA sUAS Remote Pilots

Cultivating planning, design and engineering expertise since 1979.

Locations

Raleigh, NC (HQ)
Orlando, FL
Tampa, FL
Asheville, NC
Charlotte, NC
Durham, NC
Wilmington, NC
Winston-Salem, NC
Greenville, SC
Denton, TX
Lewisville, TX



Meet the Team

Daniel Chewning



Daniel Chewning
PE, CFM

McAdams | Water Resources
Project Manager, CIP

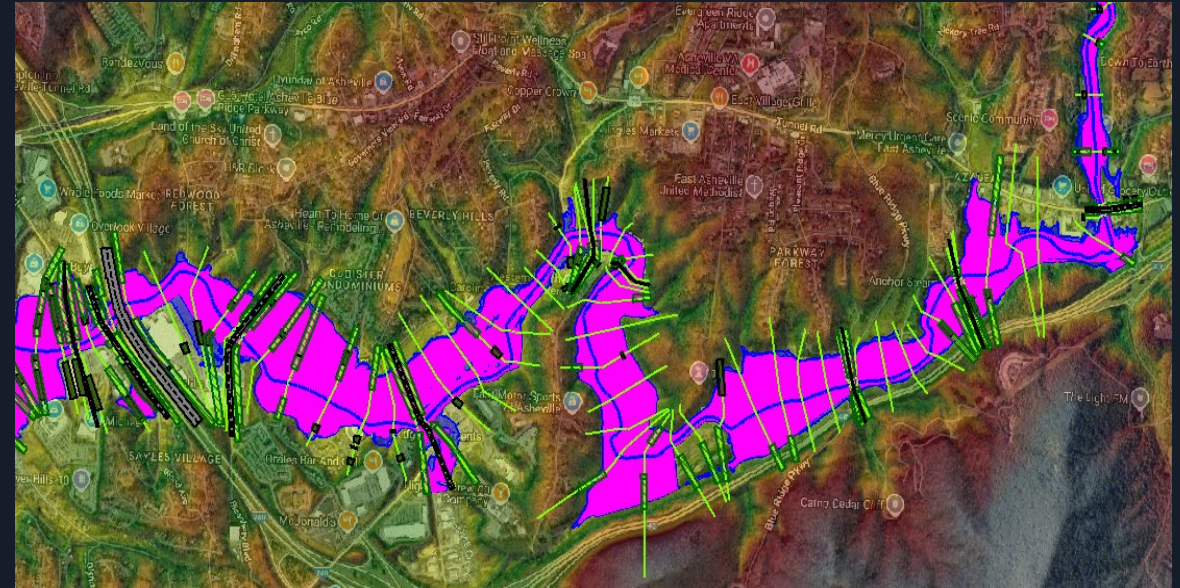
- | 10+ Years of Stormwater + Consulting Experience
- | Licensed PE + CFM
- | Floodplain Hydrology + Hydraulics
- | Stormwater Network Analysis + Design
- | Land Development + Civil Engineering Consulting
- | GIS Mapping + Visualization

Daniel Chewning

Project Examples



Augusta Street Drainage Assessment, Greenville, SC



Swannanoa River Modeling, Azalea Park, Asheville, NC

- | Stormwater Plan Review, City of Liberty, SC
- | MS4 Compliance Assistance, City of Pickens, SC
- | Flood Mitigation Study, Town of Moncks Corner, SC

Meet the Team

Annette Lucas



Annette Lucas
PE

McAdams | Water Resources
Practice Lead, Stormwater
Program Management

- | 30 Years of Stormwater Experience
- | Licensed Professional Engineer
- | Former Director of the NC Department of Environmental Quality Stormwater Program
- | Member of the SC Association of Stormwater Managers (SCASM)
- | Experienced Negotiator + Leader

Annette Lucas

Project Examples



Big Dutchman Watershed Plan, Rock Hill, SC

- | Nine Element Watershed Plans, City of Rock Hill, SC
- | MS4 Program Support, Beaufort County, SC (selected)
- | Equitable + Green Stormwater Infrastructure, City of Durham, NC
- | Stormwater Utility Development, Town of Lillington, NC

- | MS4 Program Support for:
 - NCDOT
 - Town of Cary, NC
 - City of Statesville, NC
 - City of Charlotte, NC
 - City of Jacksonville, NC
 - City of Wilmington, NC
 - City of Fayetteville, NC
 - City of Lake Dallas, TX

Meet the Team

Allison Anolik



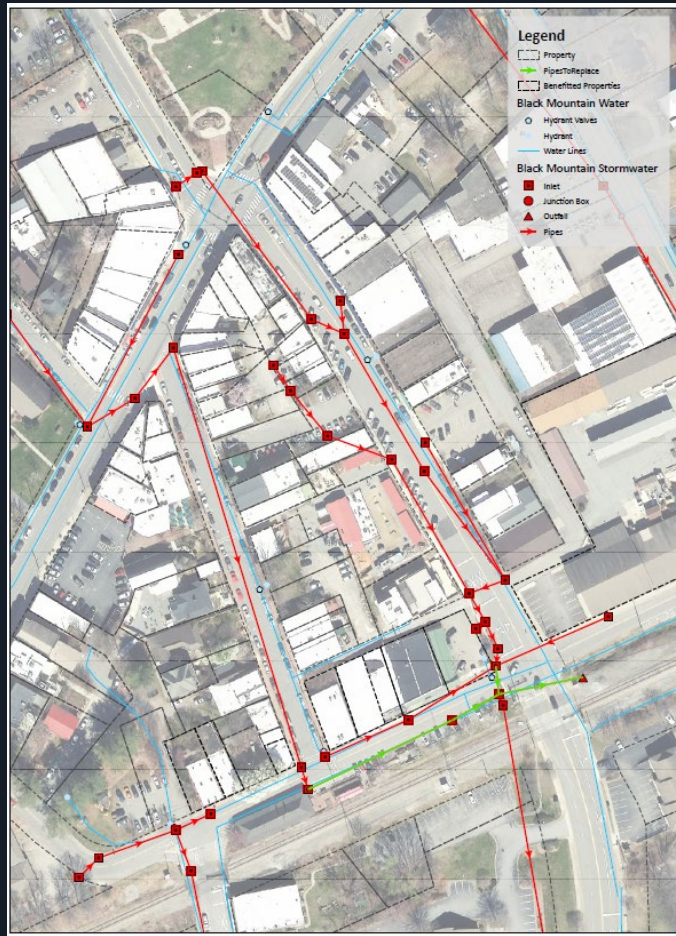
Allison Anolik

McAdams | Transportation
Practice Lead, Funding
Advisory Services

- | 20 Years of Consulting Experience
- | Supports **Decision-making** with Strong Facilitation, Communication + Critical Thinking Skills
- | Instrumental in Obtaining **~\$55 million** for Infrastructure Projects
- | **Leadership** Roles in Urban Land Institute (ULI) + American Council of Engineering Companies (ACEC) Committees

Allison Anolik

Project Examples



Downtown Stormwater Improvements,
Black Mountain, NC

- | Durham, NC: Equitable Neighborhood Green Infrastructure
- | Ongoing HMGP Support for Mt. Pleasant, Salisbury, and Black Mountain
- | NC Dept. of Commerce Small Business Infrastructure Grant: Downtown Black Mountain Stormwater Improvements Awarded \$1M for Phase 1
- | NCDOT Grant Assistance
 - FLOW BETTER: RAISE Grant Awarded \$10.7 M
 - PARTNERS: RAISE Grant Awarded \$20.4 M
 - MEE NC: Rural Surface Transportation Grant Awarded \$10.4 M
 - Federal Lands Access Program: Awarded \$4.6 M (2 projects)
 - SAND: PROTECT Grant Awarded \$1.8 M
 - powerNC: CFI Grant Awarded \$1 M



Overview + Introductions

└ MS4 Support

Grant Funding Support

N. Azalea St.

MS4 Support + Audit Response

Municipal Separate Storm Sewer (MS4) Compliance

Federal + state requirements

MINIMUM CONTROL MEASURES (MCMS)

- | Public education
- | Public involvement
- | Illicit discharge detection + elimination
- | Construction stormwater
- | Post-construction stormwater
- | Pollution prevention / good housekeeping

STORMWATER MANAGEMENT PROGRAM PLAN (SWMP)

MAP OF THE STORMWATER DRAINAGE SYSTEM

TOTAL MAXIMUM DAILY LOADS (TMDL)



SC DEPARTMENT *of*
**ENVIRONMENTAL
SERVICES**

Municipal Separate Storm Sewer (MS4) Compliance

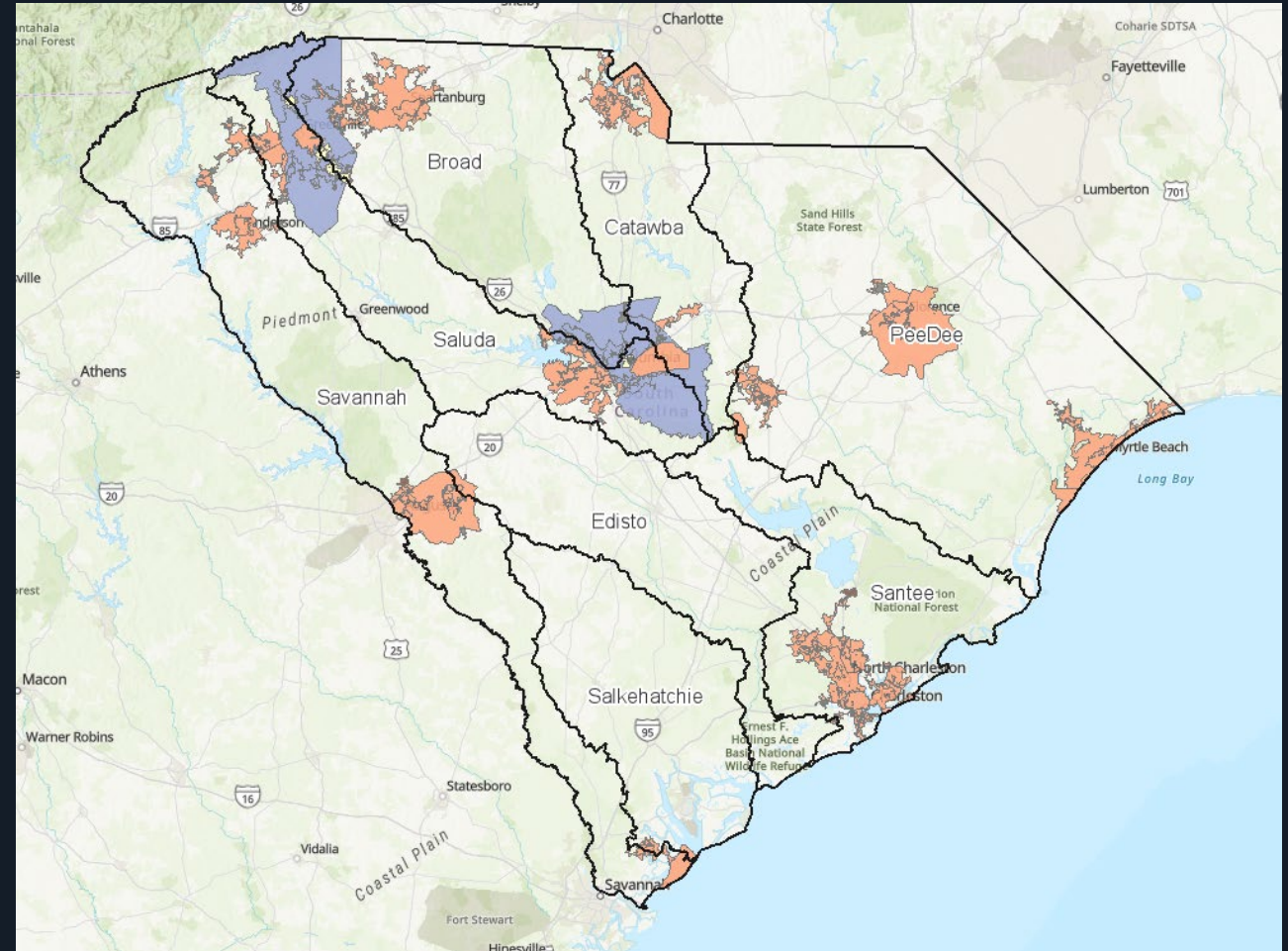
Federal + State Requirements

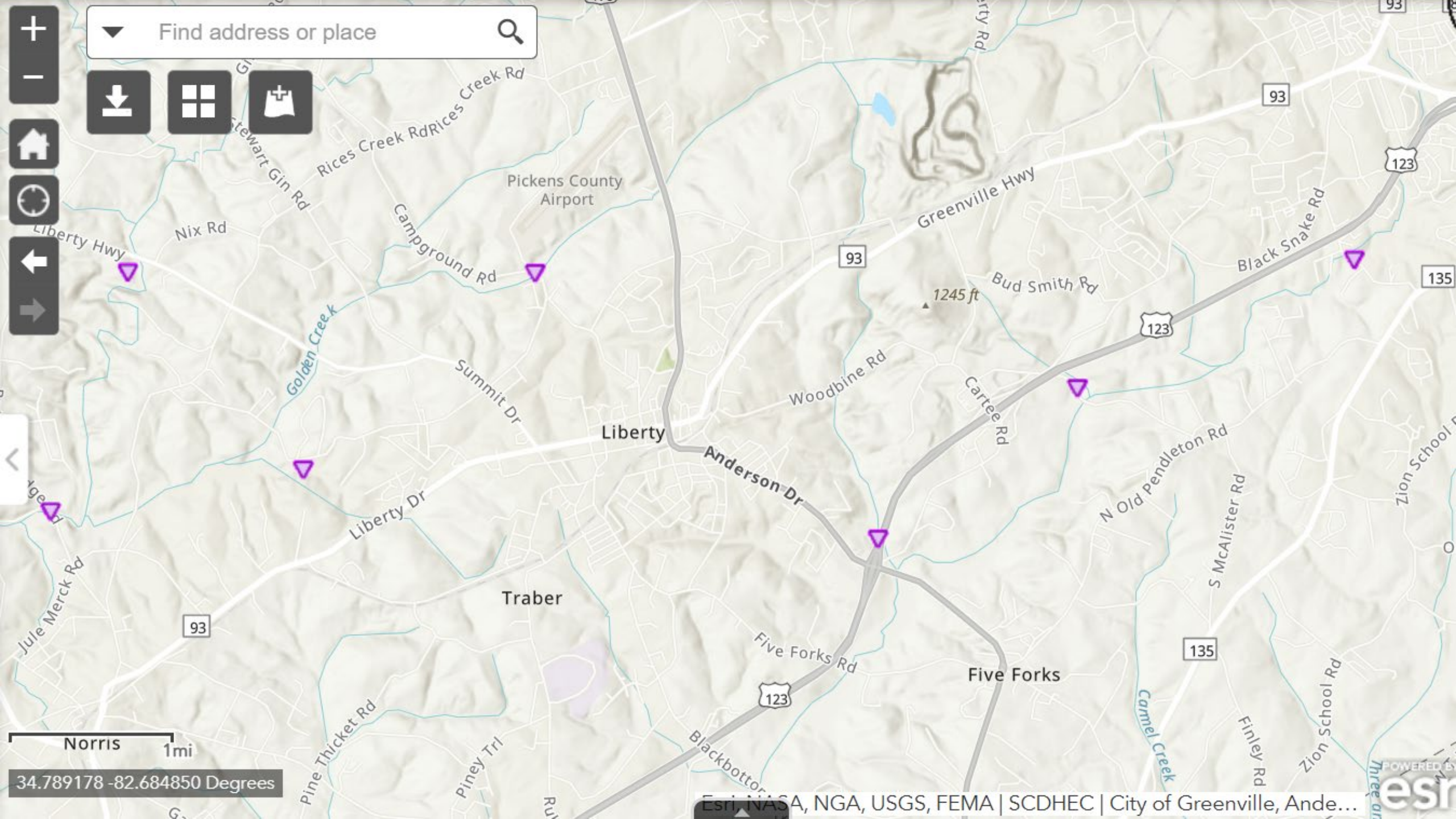
MEDIUM MS4

- | SCDOT
- | City of Columbia
- | Greenville County
- | Richland County

SMALL MS4 (75), INCLUDING

- | City of Liberty
- | City of Greenville
- | City of Anderson
- | City of Pickens
- | City of Spartanburg
- | Pickens County
- | Anderson County





Find address or place



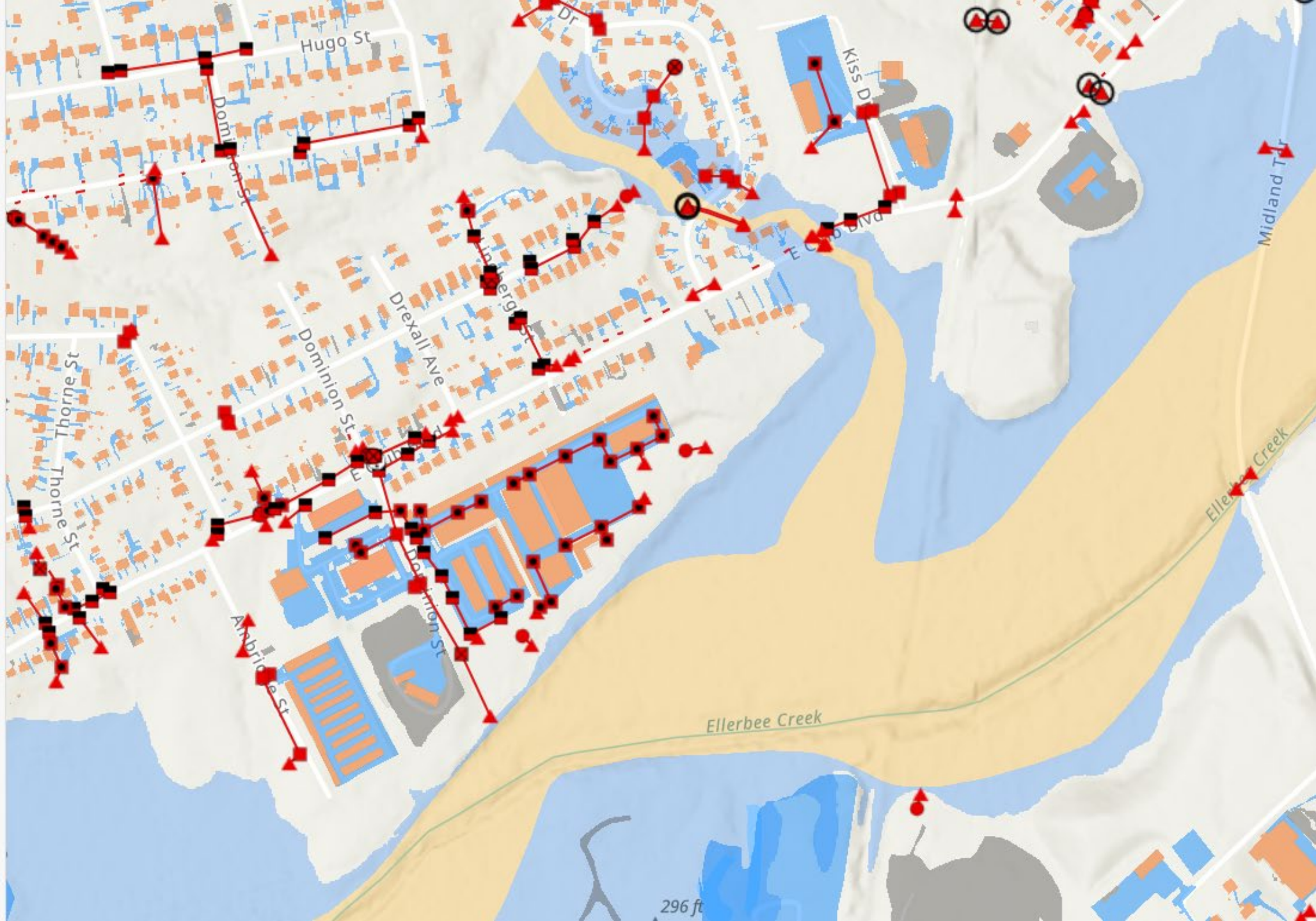
Norris 1mi
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Stormwater
Infrastructure

Structures

- Combo Inlet
- Curb Inlet
- Drop Inlet
- End Section
- Hatch
- Headwall
- Junction Box
- Manhole
- Minor Drain
- Pipe Transition
- Possible Junction
- Riser Pipe
- Slab Inlet
- Weir Box

Pipes



SCDES Audit – July 13, 2024

SATISFACTORY

- | Legal authority to implement SWMP
- | Public education program

UNSATISFACTORY

- | No TMDL monitoring + assessment plan
- | No SWMP
- | No Enforcement Response Plan (ERP)
- | Storm system map is from 2008
- | Need a website link for citizen complaints
- | No report from Pickens County on inspections, NOVs, etc.
- | No documentation of staff training



City of Liberty Website

MS4 Program Support

McAdams Services Overview

TMDL PLAN

- | Summary of the water quality issues + data
- | Watershed map
- | Sampling procedures + schedule

SWMP DEVELOPMENT

- | Summary of current stormwater initiatives
- | Updated draft SWMP
- | SWMP reviews with the City
- | Final SWMP + documentation procedures

MAPPING SUPPORT (IF REQUESTED)

- | Assist City GIS team with map
- | Identifying priority areas
- | Digital data collection method
- | No field work proposed at present

POSSIBLY IN THE FUTURE

- | Annual reports
- | Data organization + storage
- | Ongoing map updates
- | Audit prep



Overview + Introductions

MS4 Support

Grant Funding Support

N. Azalea St.

Grant Funding Support

Grant Funding Assistance

South Carolina Rural Infrastructure Authority (RIA) Grant



RIA GRANT OVERVIEW

- | \$45,870,056 Available
- | Three Tracks:
 - Basic Infrastructure Grant
 - Regional Planning Grant
 - Economic Infrastructure
- | Match Requirements: All non-construction and other ineligible costs + > 25% of total construction costs
- | Deadline to Apply for Round 2: **March 23, 2026**

RIA Grant Funding Assistance

McAdams Services Overview

FLEXIBLE, SCALABLE, + MULTIDISCIPLINARY APPROACH

- | Funding Scans + Strategies
- | Data Collection
- | Grant Writing
- | Grant Application Reviews
- | Scope and Schedule Development
- | Cost Estimating
- | Graphics + GIS Support
- | Stakeholder + Public Meeting Facilitation / Support
- | Letters of Support
- | Grant Administration + Reporting

PROPOSED SERVICES (HOURLY, NTE \$5,000)

- | Project Funding Strategy Assistance
- | Meeting Facilitation Support
- | Stakeholder Engagement Support
- | Application Review
- | Maps + Graphics

Grant Success

\$57.8 M+
AWARDED GRANTS
All Project Types

79%
SUCCESS RATE

\$40.1 M
AWARDED GRANTS
Water + Stormwater Projects

Proposed Fees

Stormwater Program + Funding Support

TASK	FEE
Project Management	\$3,600.00
TMDL Plan	\$9,700.00
SWMP Development	\$13,500.00
MS4 Map Support (Hourly)	\$8,000.00
Funding Services (Hourly)	\$5,000.00
	\$39,800.00



Overview + Introductions

MS4 Support

Grant Funding Support

└ N. Azalea St.

N. Azalea Street Culvert Repair

N. Azalea Street Culvert Repair

McAdams Efforts to Date

INITIAL SITE VISIT

- | Site Investigation + Documentation
- | Scoping + Next Steps Discussions

PROPOSAL DELIVERY

- | Above- + Below-ground Surveying
- | Hydrologic + Hydraulic Analysis
- | Civil Construction Drawings

REGULATORY CONSULT

- | McAdams Wetlands Professional
- | United States Army Corps of Engineers (USACE)
- | Consensus of NWP 3 (non-PCN)



Photo: ClearWater Solutions (Oct. 2025)



Photo: ClearWater Solutions (Oct. 2025)

Proposed Fees

N. Azalea Street Culvert Repair

TASK	FEE
Stormwater Infrastructure Inventory (Base Survey)	\$3,000.00
Stormwater Infrastructure Inventory (Optional Subsurface)	\$1,500.00
H&H Modeling	\$6,200.00
Construction Documents	\$11,000.00
	\$21,700.00



 MCADAMS

Thank you



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

July 22, 2024

Michael Calvert, City Administrator
City of Liberty
119 W Front St – PO Box 716
Liberty, SC 29657

Re: Municipal Separate Storm Sewer System (MS4)
City of Liberty MS4, NPDES Permit # **SCR037702**

Michael Calvert:

Enclosed please find the results of the referenced MS4 program audit conducted by the South Carolina Department of Health and Environmental Control. The audit was conducted on July 13, 2023.

Based on the findings of the inspection, a rating of **Unsatisfactory** has been assigned to the implementation of your stormwater management program. **The following deficiencies were noted in the attached audit report:**

1. ***Part 3.2: TMDL Monitoring and Assessment***
2. ***Part 3.3: TMDL Implementation and Analysis***
3. ***Part 4.1.2: SWMP***
4. ***Part 4.1.5.1: Enforcement Response Plan***
5. ***Part 4.2.3.2: Illicit Discharge Detection and Elimination***
6. ***Part 4.2.4.6.b: Inspection frequency***
7. ***Part 4.2.5: Post-Construction Stormwater Management Program***
8. ***Part 4.2.6.11 & Part 4.2.6.12: Monitoring, Recordkeeping, and Reporting.***

It is requested that you respond in writing to this office within thirty (30) days of receipt of this letter stating what action will be taken to address the items of concern.

If you have any questions or need any assistance, I can be reached at (803) 898-0398.

Sincerely,

A handwritten signature in black ink that reads "Patricia Hydrick".

Patricia Hydrick
Storm Water Compliance Manager
Pollution Source Compliance Section
Bureau of Water
2600 Bull Street, Columbia, SC 29170 hydicpa@dhec.sc.gov

South Carolina Department of Health and Environmental Control
NPDES Compliance Inspection Report

	NPDES Permit No.:	SCR030000	
	Certificate #	SCR037702	
Inspection Type:	MS4 Audit	Date of Inspection:	July 13, 2023
Entry Time:	10:00 AM	Exit Time:	2:30 PM
Permit Effective Date:	May 1, 2007	Permit Expiration Date:	December 31, 2018

Name and Location of Facility, (include county):

City of Liberty MS4
119 W Front St
Liberty, SC 29657
Pickens County

Name, Title, Telephone No. of On-Site Representative(s):

Christopher Yardley, Compliance & Project Manager
119 W Front St
Liberty, SC 29657

Kyle Bennett, Pickens County Stormwater Manager
222 McDaniel Avenue, B-10
Pickens, SC 29761

Name and Address of Responsible Official/Title/Telephone No.:

Michael Calvert, City Administrator
119 W Front St
Liberty, SC 29657

*Areas Evaluated During Inspection

Permit	Flow Measurement	Operation & Maintenance
Records/Reports	Self-Monitoring	Sludge Handling/Disposal
Facility Site Review	Compliance Schedules	Pretreatment
Effluent/Receiving Waters	Laboratory	Stormwater
Collection System	Other: *MS4	

Name of District/Section Reviewer:		Date:	July 13, 2023
Signature of WPC Reviewer:	Paul Wise	Date:	July 23, 2024

SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (SMS4) AUDIT REPORT
CITY OF LIBERTY MS4
NPDES PERMIT #SCR030000
Certification #SCR037702

Introduction

On July 13, 2023, personnel from the South Carolina Department of Health and Environmental Control (Department) conducted an audit of the City of Liberty MS4 Stormwater Management Program. The MS4 offices are located at 119 W Front St, Liberty, SC. The following representatives participated in the audit:

City of Liberty MS4:

Christopher Yardley, Compliance/Project Manager	864-843-3177
Philip Trotter, Codes/Community Development	864-506-5358

SC Department of Health and Environmental Control:

Patricia Hydrick, DHEC Stormwater Compliance Manager, Central Office	803-898-0398
Paul Wise, DHEC Stormwater Compliance Manager, Central Office	803-898-4181

The audit began with staff introductions and an explanation of the SMS4 duties of each representative. According to guidance from the United States Environmental Protection Agency (EPA), an audit of each SMS4 must occur during the permit cycle by the permitting authority. The audit will be used for a variety of goals such as determination of compliance status, assistance with permit renewal, assessing pollutants of concern, or other purposes.

The Permittee is authorized to discharge stormwater under South Carolina's National Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Regulated Small MS4s, Permit No. SCR030000.

The City of Liberty MS4 was issued permit coverage on May 1, 2007. Although the permit expired on December 31, 2018, the conditions of the permit continue in force and City of Liberty MS4 will continue to comply with the expired permit until a new one is issued.

Special Conditions Applicable to Permitted Storm Water Discharges to Sensitive Waters

The Permit requires City of Liberty MS4 to be consistent with Total Maximum Daily Load (TMDL) Allocations. The County must determine if its stormwater runoff discharges into water bodies with established TMDLs and then strive to meet its pollutant percent reduction goal. In permit terms, this means the County's program must

be designed to reduce the discharge of pollutants to the maximum extent practicable, therefore a strong effort is needed in each of the minimum measures. The Permit requires documentation of all efforts made toward complying with this special condition.

3.2 TMDL Monitoring and Assessment

MS4 Permit Requirement:

Sec. 3.2.1 *Where a TMDL Waste Load Allocation (WLA) is assigned to point sources, permittees shall review its SWMP requirements for the control of stormwater discharges to WQMS identified in the TMDL. For SMS4 discharges of the pollutant(s) of concern to TMDL waters, permittees shall identify discharges located in the TMDL watershed draining to the impaired WQMS. The SWMP shall include a TMDL Monitoring and Assessment Plan. The Monitoring and Assessment Plan component shall be completed and submitted to SC DHEC Bureau of Water within 12 months of the effective date of permit coverage for existing TMDL.*

MS4 Efforts To Meet Requirements: According to the 2022 Annual Report, the City of Liberty MS4 discharges to two receiving waters; Twelve Mile Creek, Upper Savannah River, and Eighteen Mile Creek. Pollutants of concern include E. coli and Fecal Coliform. The TMDL is Fecal Coliform. A TMDL Monitoring and Assessment Plan for the City of Liberty was not provided for review. Although E. coli source tracking analysis was reported in September 2016, no TMDL monitoring or assessment has been conducted since, due to prior COVID restrictions and lack of staff.

Rating

Unsatisfactory

3.3 TMDL Implementation and Analysis

MS4 Permit Requirement:

According to Part 3.3.1-3, Permittees shall initiate the monitoring described in Section 3.2.1.1. Permittees shall complete and submit TMDL Implementation Plans for approved TMDL within 48 months from the Effective Date of this permit.

MS4 Efforts To Meet Requirements: The audit revealed that the permittee may have been following the County of Pickens TMDL plan, the auditors did not see any documentation that any plan was initiated or implemented. The City of Liberty will need to implement a TMDL plan specific to the City of Liberty. Any progress towards meeting the Waste Load Allocation (WLA) must be submitted to the Department in the annual report.

Rating

Unsatisfactory

Stormwater Management Program (SWMP) Review

Requirement to Develop SWMP

MS4 Permit Requirement:

The City of Liberty MS4 must develop, implement, and enforce a SWMP designed to reduce discharge of pollutants from the SMS4 to the maximum extent practicable (MEP), protect water quality, and to satisfy the CWA.

According to Part 4.1.2, City of Liberty MS4 is required to revise and update its written Stormwater Management Plan. The City must submit the SWMP within 6 months of the Permit effective date for existing Permittees.

MS4 Efforts To Meet Requirements: The City of Liberty was unable to provide a SWMP to the reviewer. The City of Liberty indicated that it is following the Pickens County SWMP. The City of Liberty needs to provide and implement a SWMP that is specific to the City of Liberty.

Requirement to Develop Adequate Legal Authority to Implement and Enforce SWMP

MS4 Permit Requirement:

According to Part 4.1.4.1, within one year of the effective date of the permit, permittees shall review and revise their relevant ordinances, or adopt any new ordinances or other regulatory mechanisms, that provide them with adequate legal authority to control pollutant discharges into and from their SMS4, and to meet the requirements of this permit.

MS4 Efforts To Meet Requirements: The City of Liberty representatives confirmed that the City of Liberty adopted the Pickens County Stormwater Regulations, Sections 38-321 through Section 38-340; and Pickens County Stormwater Management Ordinance 392. The City of Liberty also referenced Sections 53-51 through 53-65 from Article 111 Stormwater Management Utility in the City of Liberty SC Code of Ordinances.

Rating

Satisfactory

Enforcement Measures and Tracking

MS4 Permit Requirement:

*According to Part 4.1.5.1, each permittee shall implement within 12 months from the effective date of this permit, and revise as necessary, an **enforcement response plan (ERP)**, which sets out permittee's potential responses to violations and addresses repeat and continuing violations through progressively stricter responses as needed to achieve compliance.*

MS4 Efforts To Meet Requirements: An ERP was not provided for the Department's review. The City of Liberty should provide an enforcement response plan (ERP).

Rating

Unsatisfactory

Permit Requirements – Minimum Control Measures (MCM)

Minimum Control Measure 1

Public Education and Outreach on Stormwater Impacts

Minimum Control Measure 2

Public Involvement / Participation

MS4 Permit Requirement:

The Permit requires the MS4 to implement a public education program to distribute educational materials or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff (Ref. 4.2.1).

The Permit also requires the MS4 to document the program development process and the implementation of a stormwater public involvement and participation program. Such documentation may be included in the permit application, SWMP, or annual report submitted pursuant to Section 5 of this permit (Ref. 4.2.2.2).

MS4 Efforts To Meet Requirements: In discussion with the City of Liberty representatives, Minimum Control Measures (MCM) 1 and 2 are implemented by Anderson & Pickens Counties Stormwater Partners.

According to the City of Liberty's 2022 Annual Report, Anderson & Pickens Counties Stormwater Partners successfully completed numerous activities due to joint efforts from community and education partners. Outreach activities include providing educational stormwater information through brochures, newsletters, workshops, exhibits, newspaper articles, public service announcements, websites, billboards, social media and conferences. Public Involvement activities include litter cleanup and storm drain marking, and pet waste station installation.

The City of Liberty provided a copy of the agreement for stormwater services between the County of Pickens and the City of Liberty. The agreement referenced MCM 1 (Public Education and Outreach) only and not MCM 2. The 2022 Annual Report states that Pickens County and the City of Liberty are members of the Anderson and Pickens County Stormwater Partners (APCSP), which promotes education, involvement, and participation for Minimum Control Measure (MCM) one and two. A document is needed which clearly assigns responsibility for both MCMs 1 and 2.

MCM Rating

Satisfactory

Minimum Control Measure 3

Illicit Discharge Detection and Elimination

MS4 Permit Requirement:

The City of Liberty MS4 must develop, implement, and enforce a program to detect and eliminate illicit discharges into their MS4. The City must implement a program to detect, investigate, and eliminate non-stormwater discharges. The City must also procure all necessary legal authority to do this.

According to Part 4.2.3.2.1, the City is required to develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters of the State that receive discharges from those outfalls. The purpose of the map is to locate and eliminate illicit discharges to the MS4's storm drain system.

MS4 Efforts To Meet Requirements: The City of Liberty has an older storm sewer system map from 2008 showing the location of known outfalls, and names and locations of all waters of the US that receive discharges from those outfalls. The storm sewer map needs to be updated periodically to show any new outfalls due to new development, etc.

MS4 Permit Requirement:

According to Part 4.2.3.2.2, City of Liberty MS4 must identify priority areas for more detailed screening of their system based on higher likelihood of illicit connections. The County must document the basis for its selection of each priority area and create a list of all priority areas.

MS4 Efforts To Meet Requirements: The City did not provide a list of priority areas.

MS4 Permit Requirement:

According to Part 4.2.3.2.3, City of Liberty MS4 must implement, or continue to revise as applicable, written dry weather field screening and analytical monitoring procedures to detect and eliminate illicit discharges to the MS4 within one year from the effective date of permit coverage. These procedures must be included as part of the IDDE program and must be incorporated into the SWMP document. Dry weather field screening may consist but is not limited to: (1) *Visual observations*, (2) *Field screening monitoring*, and may include (3) *Analytical monitoring* at selected points to the extent necessary to identify and eliminate an illicit discharge in the drainage area of the suspected illicit.

MS4 Efforts To Meet Requirements: No documentation of dry weather screening or analysis.

MS4 Permit Requirement:

According to Part 4.2.3.2.8, City of Liberty MS4 must promote, publicize, and facilitate a reporting mechanism for the public and staff to report illicit discharges and establish and implement citizen request response procedures.

MS4 Efforts To Meet Requirements: Citizens can submit complaints to the City of Liberty through their website at libertysc.com or phone (864-843-3177).

MCM Rating

Unsatisfactory

Minimum Control Measure 4

Construction Site Stormwater Runoff Control

MS4 Permit Requirement: Stormwater Ordinance / Regulatory Authority

According to Part 4.2.4.4.1, *City of Liberty MS4 must implement an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law.*

MS4 Efforts To Meet Requirements: The City of Liberty MS4 adopted Pickens County Ordinance #392. However, if there is a need, the City of Liberty would be responsible for enforcement.

MS4 Permit Requirement: Construction Plan Review

According to Part 4.2.4.5, *the permit directs the City of Liberty MS4 to develop and implement a program to reduce erosion and sedimentation at construction sites so that sediment is retained on-site to achieve the "effective prohibition" and MEP standards called for in the Clean Water Act and to be consistent with the South Carolina Pollution Control Act.*

MS4 Efforts To Meet Requirements: The City has retained the services of Pickens County to satisfy this component of the permit.

MS4 Permit Requirement: Inspections

According to Part 4.2.4.6.a, *the City of Liberty must maintain an inventory of all active construction projects. The inventory must be continuously updated as new projects are permitted and projects are completed. The inventory must contain relevant contact information for each project (e.g., name, address, phone, etc.), the size of the project and area of disturbance. The City of Liberty MS4 must make the inventory available to SC DHEC upon request. As part of its inventory, the City of Liberty must track the number of inspections for the inventoried construction sites throughout the reporting period to verify that the sites are inspected at the minimum frequencies required, and they must document inspections and enforcement activities for each site in the inventory.*

MS4 Efforts To Meet Requirements: The City of Liberty Annual Report contains references to data on active construction projects. It is recommended that Pickens County provide a monthly report to the City of Liberty to include data and information specific to the City of Liberty. The report should include a list of active projects within the City of Liberty, the projects inspected, and the results of the inspection. This information should be included in the annual report.

The Department staff shadowed the Pickens County's construction inspector during a construction inspection to verify the County has provided adequate training to its staff and to verify staff is following standard operating procedures. The inspection took place at the *Pickens County Airport (SCR)*.

- A. *Pickens County Airport* is located at 240 Airport Road, Liberty, SC. The following items of concern were found during our review of the inspection of Pickens County Airport:

1. The OS-SWPPP was not present.
2. Silt fences needed maintenance in different areas. Sediment has accumulated and needs to be removed. Sediment collected by Silt Fence, or another sediment control measure, must be removed when the deposited sediment reaches 1/3 of the height of the above-ground portion of these BMPs, or before it reaches a lower height based on the manufacturer's specification. In one location, the silt fence was installed directly below a steep hill in an area of potential concentrated flow.
3. Site stabilization – surface roughening (tracking) was implemented in the wrong direction, causing rill erosion, with evidence of water going downhill into/around a depression filled with mud, and flowing beyond in a downhill direction, to potential receptors.
4. Contractor installation was incorrect for the TRM/ECB
5. The porous baffles in the sediment basin are not installed properly.

City of Liberty MS4 must insure all BMPs, and other protective measures identified in the OS-SWPPP must be maintained in effective operating condition. If site inspections required by Section 4.2 (2021-2026 NPDES General Permit for Stormwater Discharges from Construction Activities) identify BMPs that are not operating effectively, maintenance must be performed within seven (7) calendar days, before the next inspection, or as reasonably possible, and before the next storm event whenever practicable to maintain the continued effectiveness of stormwater controls. If the required maintenance takes longer than 7 days, documentation as to the reason shall be provided upon request of the Department or other regulatory staff along with estimated time of completion. Documentation was not provided that active construction sites were being inspected monthly.

MCM Rating

Unsatisfactory

Minimum Control Measure 5

Post-Construction Stormwater Management in New Development and Redevelopment

MS4 Permit Requirement:

The Permit calls for strategies that include a combination of structural and non-structural BMPs appropriate for the community. These BMPs should provide the MS4 with the means to permit, develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects. In addition, the MS4 must develop and implement strategies, which include a combination of structural and/or non-structural BMPs appropriate for your community. Lastly, the MS4 must use an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects to the extent allowable under State, Tribal or local law.

According to Part 4.2.5.5, the Permittee must maintain an inventory of all post-construction structural stormwater control measures installed and implemented at new development and redeveloped sites, including both public and private sector sites located within the permit area. At a minimum, the inventory shall contain all BMP constructed since the effective date starting with the effective date of this permit.

According to Parts 4.2.6.2.2 and 4.2.6.3.1, the permittee must identify as “high priority” those facilities that have a high potential to generate stormwater pollutants. The permittee must document, at least once per year, a comprehensive inspection of “high priority” facilities, including all stormwater controls. The yearly inspection results must be documented and records maintained by the SMS4.

MS4 Efforts To Meet Requirements: Pickens County handles MCM 5 for the City of Liberty. The Pickens County website includes various stormwater management guides, including BMP suggested uses, erosion protection and sediment control BMP selection process, and a permanent stormwater maintenance and responsibility agreement.

It is recommended that the City of Liberty receive a report from Pickens County annually, including all activity associated with post-construction stormwater control measures (SCMs) inspected within the City; results of inspections and follow-up letters/NOVs required. The City of Liberty should include this information in the annual report.

MCM Rating
Unsatisfactory

Minimum Control Measure 6

Pollution Prevention/Good Housekeeping for Municipal Operations

MS4 Permit Requirement:

According to Part 4.2.6.1.1 and 4.2.6.1.2, the MS4 is required to develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations as an integral part of the SWMP. Using training materials that are available from SCDHEC, EPA, or other organizations, include in your program employee training to prevent and reduce stormwater pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.

MS4 Efforts To Meet Requirements: The City of Liberty MS4 representatives confirmed that they provide some training sessions to fulfill this requirement of the permit. However, they provided no documentation. The MS4 operates and maintains public works facilities, solid waste services, a vehicle maintenance facility, a recreational department, fire and police departments, etc.

The auditor visited the City of Liberty maintenance facilities. The following items of concern were found during our review of the City of Liberty’s maintenance area (there was no interior access, only outside access): there was a trash truck in the parking lot leaking contents onto the ground; an unlabeled barrel near the used oil tank, an unlocked gate to the used oil tank location, and visible oil on the ground.

MCM Rating
Unsatisfactory

Conclusion

This summary reminds the City that General Permit SCR030000 is consistent with EPA's intent to incrementally establish measurable pollution reduction goals, develop Best Management Practices, and then evaluate and refine those BMPs. The intent is for the City of Liberty MS4 to systematically modify the program if and when water quality considerations warrant greater attention in specific components of the municipal program. According to EPA guidance, the SCDHEC should conduct an in-depth audit of the SMS4 program at least once every five (5) years.

Deficiencies were noted in the review of **Part 3.2: TMDL Monitoring and Assessment, Part 3.3: TMDL Implementation and Analysis, Part 4.1.2: SWMP, Part 4.1.5.1: Enforcement Response Plan, 4.2.3.2: Illicit Discharge Detection and Eliminations, Part 4.2.5: Post-Construction Stormwater Management Program and Part 4.2.6.11 and 4.2.6.12: Monitoring, Recordkeeping, and Reporting.** Deficiencies noted in that section must be corrected. Recommendations were provided in this report to strengthen the quality and reliability of your SMS4 program. It is requested that you respond in writing to this office within thirty (30) days of receipt of this letter stating what action will be taken to address the items of concern.

Based on the findings of the inspection, a rating of **Unsatisfactory** has been assigned to the implementation of your stormwater management program.



621 Hillsborough Street
Suite 500
Raleigh, NC 27603
919. 361. 5000

SPEC25635

January 14, 2026

Bailee Locke
Deputy Administrator Clerk to Council
City of Liberty
119 W. Front Street
PO Box 716
Liberty, South Carolina 29657

**RE: Liberty, SC Stormwater and Funding Support
Liberty, South Carolina
SPEC25635**

Dear Bailee,

We are pleased to offer this proposal to provide Stormwater Program Support and Funding Advisory Services for the City of Liberty (City), South Carolina.

Project Understanding

Objectives

The City has requested the support of McAdams to address several deficiencies identified during the South Carolina Department of Environmental Services (SCDES) audit of its Municipal Separate Storm Sewer System (MS4) permit conducted on July 13, 2023. In response to SCDES requirements, the City must develop the following documents:

- | Total Maximum Daily Load (TMDL) Monitoring and Assessment Plan;
- | Stormwater Management Plan (SWMP);
- | An updated map of its MS4 system, including priority areas for dry weather screening; and
- | Monthly reports from Pickens County detailing public education and involvement activities, as well as construction and post-construction plan reviews, approvals, and inspections.

The City is also seeking funding for stormwater system improvements from the South Carolina Rural Infrastructure Authority (RIA).

Assumptions

This proposal is based on the following assumptions:

- | The City will provide our team with documents, data, and templates that are necessary for the successful completion of this project;
- | The City will attend meetings, answer questions, and review documents as needed to move this project forward in a timely manner; and
- | Any additional services, beyond those specifically indicated within the proposal, will be considered additional services.

Proposed Services + Fees – Lump Sum

We propose the following services (alphanumeric task numbers are for internal coding purposes):

Preliminary Services

A4.10 PROJECT MANAGEMENT

FEE:	\$3,600
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As part of this task, McAdams will:

- | Facilitate a project kick-off meeting and regular check-in meetings throughout the project;
- | Develop and implement a schedule for project delivery;
- | Coordinate with Pickens County as needed on the monthly reports that are needed by the City for MS4 permit compliance; and
- | Maintain regular communication with the City regarding project progress and be available to answer questions and troubleshoot issues as needed throughout the project.

Stormwater Support Services

D4.10 TMDL PLAN

FEE:	\$9,700
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McAdams will lead the creation of a TMDL Monitoring and Assessment Plan [TMDL Plan] to address E. coli and fecal coliform in Twelve Mile and Eighteen Mile Creeks. The TMDL Plan will include the following required elements for each of the impaired creeks:

- | A summary of the current water quality issues and data;
- | A watershed map;
- | Sampling procedures; and
- | A sampling schedule.

D4.20 SWMP DEVELOPMENT

FEE:	\$13,500
------	----------

McAdams will lead the creation of the City’s SWMP to include the development of BMPs for each of the six required minimum control measures:

- | Public education and outreach;
- | Public involvement and participation;
- | Illicit discharge detection and elimination;
- | Construction site runoff;

- | Post-construction stormwater management; and
- | Pollution prevention and good housekeeping for municipal operations.

To accomplish this, McAdams will:

- | Develop a draft updated SWMP based on the NCDES small municipalities MS4 permit;
- | Facilitate up to three virtual meetings with the City to develop and review the draft SWMP; and
- | Finalize the updated SWMP, incorporating all feedback and requested changes.

Proposed Services + Fees – Hourly

We propose the following services (alphanumeric task numbers are for internal coding purposes):

Stormwater Support Services

D4.30 MS4 MAP SUPPORT

FEE:	Hourly in accordance with attached rate schedule, not to exceed \$8,000 without client authorization
------	--

If requested, McAdams will provide hourly consulting services to assist the City in updating its MS4 map and identifying priority areas. These services may include meeting with City staff and the Pickens County GIS team to determine the best approach in meeting the MS4 permit requirements for mapping, reviewing products created by the County team, or possibly working within the Pickens County GIS system to update the MS4 data if permission can be granted to McAdams for that effort. This task does not include any field work to locate or assess the stormwater sewer infrastructure.

Funding Support Services

A14.10 FUNDING SERVICES

FEE:	Hourly in accordance with attached rate schedule, not to exceed \$5,000 without client authorization
------	--

If requested, McAdams can provide hourly consulting services to assist the City to pursue competitive funding through the South Carolina RIA program, and other funding sources at the discretion of the City. These services may include meeting attendance and facilitation, stakeholder and public engagement support, review of City-prepared grant application materials, map and graphic creation, and advice on other funding sources to pursue to implement the City’s Capital Improvement Program.

J. ADDITIONAL SERVICES:

When requested by the City and confirmed by the City in writing, McAdams may perform services in addition to those described above in this Agreement and the City shall compensate McAdams by hourly charges in accordance with the attached Rate Schedule. If requested, McAdams can collect field data on locations and other attributes of stormwater outfalls.

Summary of Fees

McAdams proposes to provide the services outlined above with estimated hourly budgets as shown below plus reimbursable expenses.

TASK NUMBER	TASK	FEE
A4.10	Project Management	\$3,600.00
D4.10	TMDL Plan	\$9,700.00
D4.20	SWMP Development	\$13,500.00
D4.30	MS4 Map Support (Hourly)	\$8,000.00
A14.10	Funding Services (Hourly)	\$5,000.00
TOTAL		\$39,800.00

Project Schedule

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project: schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Sharing documents and other resources needed to successfully complete the project;
- | Timely reviews of draft documents and participation in meetings needed to complete the project;
- | Timely approval of documents presented for Client approval;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Records Retention

McAdams will retain all records, including program-related documents and documentation of all expenses.

Exclusions

The following services are not included in this Agreement:

- | Site engineering, water and sewer utilities, geotechnical, transportation, structural or electrical engineering, or landscape architecture construction documents;
- | Project scope increase or change;
- | Additional meetings / presentations beyond those detailed above;
- | As-built plans and calculations; and
- | All other services not listed within the scope section above.

General Conditions

- | This proposal is valid for 60 days from the above date; and
- | Reimbursable expenses will be billed in accordance with the attached Rate Schedule.

Conclusion

We appreciate this opportunity to propose our services and to look forward to continuing to support the City of Liberty.

Sincerely,

McAdams



Annette Lucas, PE | Practice Lead, Stormwater Program
lucas@mcadamsco.com | 919. 361. 5000

AL/lm

Acceptance

By: _____ Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____



McADAMS

Hourly Rate Schedule / 2025

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	\$290 - 400 /hour
Advisor	\$250 - 325 /hour
Director / Group Manager / Practice Lead	\$165 - 320 /hour
Technical Manager	\$140 - 250 /hour
Project Manager	\$150 - 250 /hour
Assistant Project Manager	\$120 - 200 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 205 /hour
Project Engineer	\$145 - 240 /hour
Graphics + Visualization	\$125 - 140 /hour
Designer / Analyst / Design Tech	\$110 - 180 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 120 /hour
Construction Administrator / Observer	\$115 - 225 /hour
Survey Technician	\$95 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$200 - 225 /hour
UAS LiDAR Crew	\$285 /hour
SUE Crew Member	\$95 - 135 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.):

Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Oversize Mylar Sepia	\$24.00 /each
Paper Reproductions	\$2.40 /each	Mylar Sepia	\$18.00 /each
Specifications	\$0.12 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES:

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____



Collection Schedule

- | **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- | **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- | **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- | **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.
- | **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered and state the client's past due balance.
 - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.
- | **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- | **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials:

Date:



Terms + Conditions - NC

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:**

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. **Ownership of Instruments of Service:**

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

4. Change Orders:

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

7. Assignment and Third Parties:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. Survival:

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. **Force Majeure:**

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. **Standard of Care:**

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

11. **Limitation of Liability:**

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. **Waiver of Consequential Damages:**

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. **Safety:**

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. **Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. **Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or

direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

16. Termination:

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

17. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

19. Merger, Amendment:

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

20. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.



220 North Main Street
Suite 500
Greenville, SC 29601
919. 361. 5000

SPEC25628

December 10, 2025

Bailee Locke, Deputy Administrator
Andrea Wagner, Mayor
City of Liberty
119 West Front Street
Liberty, South Carolina 29657

**RE: North Azalea Street Culvert
Liberty, South Carolina
SPEC25628**

Dear Bailee,

We are pleased to offer this proposal for the culvert crossing engineering and design under North Azalea Street in Liberty, South Carolina. The subsequent pages of this proposal include our current understanding of the site and its needs, a comprehensive scope and fee, project assumptions, and scope exclusions.

Project Understanding

Site

This project has been prompted by the discovery of failing roadway and drainage infrastructure, which pose risks to public health and safety. The primary objective of this project is to replace the existing, failing culvert and associated stormwater drainage network with infrastructure that is adequately sized to convey necessary storm events. It is our understanding that there also exists water, sanitary sewer, and gas structures within the project area; it is recommended that these utilities be located and clearly marked prior to our design to ensure they are not in conflict.

Assumptions

This proposal is based on the following assumptions:

- I City of Liberty will notify necessary entities to locate existing utilities within the project area (if optional subsurface locate efforts below are not selected);
- I Survey will be performed by McAdams; detail will be limited to information required for analysis of the existing drainage system only;
- I The City of Liberty will provide existing GIS / utility information pertinent to the study area (if available); and
- I No permitting (e.g., USACE, SCDES, City of Liberty) or plan review will be necessary for the completion of this project.

Proposed Services + Fees

We propose the following services (alphanumeric task numbers are for internal coding purposes):

Surveying Services

B4.10 STORMWATER INFRASTRUCTURE INVENTORY + ASSESSMENT:

BASE SURVEY – FEE:	\$3,000
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McAdams will establish site control utilizing Global Navigation Satellite Systems (GNSS) methods adjacent to the repair area and at the extents of the area to be surveyed. Control will be South Carolina State Plane Coordinate NAD83 (2011) horizontal and NAVD88 vertical by tie to NGS monumentation. A topographic as-built survey will be conducted off said control, identifying and locating the existing stormwater infrastructure accessible and necessary for the analysis and design of improvements, to include but not limited to:

- Manhole / box tops;
- Weir elevations;
- Pipe types, inverts, and sizes; and
- Utilities and infrastructure whose location would be pertinent to design;

Gathered field information and data will be post-processed to evaluate accuracy, compiled into a CAD drawing and delivered via web-map or shapefile for the City’s use.

SUBSURFACE LOCATE – FEE (optional):	\$1,500
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Given the evidence of multiple subsurface utilities in the repair area, McAdams recommends incorporating Subsurface Utility Engineering (SUE) investigations to precisely locate underground utility structures and minimize and/or eliminate unforeseen related impacts they could present. McAdams can perform a Quality Level B (QL-B) investigation utilizing Ground Penetrating Radar (GPR), Electromagnetic Induction and other geophysical techniques to identify and horizontally locate miscellaneous subsurface utility structures prior to and in addition to the field survey presented in “BASE SURVEY” above to capture a more accurate understanding of the challenges the worksite will present to the redesign of the culvert. All structures and lines discovered through the SUE QL-B investigations will be included in the measures and observations covered under “BASE SURVEY” as well as the deliverables. Should SUE services be elected, the SUE location fee shown will be in addition to the “BASE SURVEY” fee.

Drainage Engineering + Design

D4.10 HYDROLOGIC AND HYDRAULIC MODELING:

FEE:	\$6,200
------	---------

McAdams will use information gathered through its site survey to develop a hydrologic and hydraulic model of the existing stormwater system within the identified watershed. Task assumes one site visit to verify survey information, drainage areas, and general site information as needed. System performance will be documented during typical storm recurrence intervals (2-, 10-, 25-, and 100-year storms). The drainage system will be

modeled using HY-8 and Hydraflow Express software, with the assumed downstream analysis point being the downstream end of the existing culvert under North Azalea Street.

D4.11 CONSTRUCTION DOCUMENTS:

FEE:	\$11,000
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Using the modeling results gathered in the previous task, McAdams will use AutoCAD to draft construction documents for the improvements to the system, including the culvert and existing storm drain infrastructure along North Azalea Street in and around the culvert as necessary. Construction documents will include cover page, existing conditions, storm drain / culvert plan, profile and details, and erosion control plan and details. As appropriate, the City may provide feedback on desired re-routing of pipe networks and alternate infrastructure locations.

Extra Services

J. ADDITIONAL SERVICES:

When requested by the Client and confirmed by the Client and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Client shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

K. REIMBURSABLE EXPENSES:

Applicable items will be billed in accordance with the attached Rate Schedule.

Project Schedule

The Firm’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm’s work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- Notification to proceed;
- Timely feedback of documents presented for Client approval, as necessary;
- Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- Payment of all application and permit fees;
- Payment of invoices in accordance with Item 1 of Terms and Conditions;

- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Off-site analysis of utility extensions or roadway improvements (may be quoted if required);
- | Off-site stormwater management facilities, revisions to the existing stormwater infrastructure or analysis of “downstream” stormwater system (will be quoted if required);
- | Wetlands delineation and permitting (will be quoted if required);
- | Structural design of retaining walls, headwalls or stormwater facilities or structures;
- | Traffic Impact Analysis;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review or re-review fees;
- | Detailed landscape, hardscape, irrigation or lighting design (can be quoted separately);
- | Revised directives from Client after design has begun;
- | Acquisition of easements; preparation of off-site easements;
- | Flood studies for the City of Liberty or FEMA;
- | Additional submittal of stormwater design for jurisdictional approval by State or other regulatory organizations such as USACE, SCDES, or the like (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Soils investigations, borings, or compaction tests;
- | Environmental investigations;
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved.

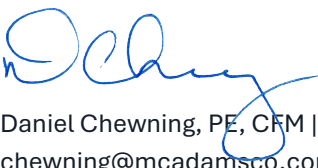
General Conditions

- | The attached “Terms and Conditions” shall apply to this Agreement.
- | This proposal is valid for 30 days from the above date.
- | Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- | Client is responsible for all application and permit fees.

Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,
McAdams



Daniel Chewning, PE, CFM | Project Manager
chewning@mcadamscs.com | 864.903.4790

DC/lf

Acceptance

By: _____

Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____



McADAMS

Hourly Rate Schedule / 2025

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	\$290 - 400 /hour
Advisor	\$250 - 325 /hour
Director / Group Manager / Practice Lead	\$165 - 320 /hour
Technical Manager	\$140 - 250 /hour
Project Manager	\$150 - 250 /hour
Assistant Project Manager	\$120 - 200 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 205 /hour
Project Engineer	\$145 - 240 /hour
Graphics + Visualization	\$125 - 140 /hour
Designer / Analyst / Design Tech	\$110 - 180 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 120 /hour
Construction Administrator / Observer	\$115 - 225 /hour
Survey Technician	\$95 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$200 - 225 /hour
UAS LiDAR Crew	\$285 /hour
SUE Crew Member	\$95 - 135 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.):

Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Oversize Mylar Sepia	\$24.00 /each
Paper Reproductions	\$2.40 /each	Mylar Sepia	\$18.00 /each
Specifications	\$0.12 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES:

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____



Collection Schedule

- | **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- | **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- | **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- | **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.
- | **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered and state the client's past due balance.
 - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.
- | **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- | **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials:

Date:



PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED,
THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO
MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 8 OF THIS AGREEMENT.

Terms + Conditions - SC

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:**

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. **Ownership of Instruments of Service:**

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

4. Change Orders:

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

7. Assignment and Third Parties:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. Survival:

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. **Force Majeure:**

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. **Standard of Care:**

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

11. **Limitation of Liability:**

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. **Waiver of Consequential Damages:**

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. **Safety:**

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. **Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. **Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or

direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

16. Termination:

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

17. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

19. Merger, Amendment:

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

20. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of South Carolina, excluding only its conflicts of laws principles.