

MEMORANDUM OF AGREEMENT**For In-Contract Utility Relocation****South Carolina Water Utilities, Inc.**

Carolina Crossroads I-20/I-26/I-126 in Lexington and Richland Counties

SCDOT Project ID P027662

This Agreement is made this _____ day of _____, 2023 by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and South Carolina Water Utilities, Inc. (hereinafter referred to as “**UTILITY**”) (collectively “the **Parties**”) to ensure the successful completion of the public water and sewer facilities relocation for the below described Project.

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term “Project” shall refer to **SCDOT**’s Project along Carolina Crossroads I-20/I-26/I-126 in Lexington and Richland Counties. The Project will be divided into phases, each of which will be addressed individually with supplements to this Agreement.
2. The term “Utility Work” shall refer to an adjustment necessitated by **SCDOT**’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT**’s contract(s) for the design and construction of the Project.
2. The Utility Work shall be designed by a designer approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT**’s contractor will either select the designer to design the Utility Work from **UTILITY**’s list of preferred designers, or will apply to become qualified by **UTILITY** in order to self-perform.
3. The Utility Work shall be constructed by a contractor approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT**’s contractor will either select the contractor to perform the Utility Work from **UTILITY**’s list of preferred contractors, or will apply to become qualified by **UTILITY** in order to self-perform.

4. **UTILITY** agrees to review and consider whether design and/or construction measures proposed by **SCDOT** or **SCDOT's** contractor are acceptable in consideration of **UTILITY's** design criteria, standard material and construction specifications, requirements, and system functionality.
5. All Utility Work shall be in compliance with all applicable **SCDOT** policies, including **SCDOT's** Utilities Accommodations Manual – A Policy for Accommodating Utilities on Highway Rights of Way, incorporated herein by reference.
6. **SCDOT** has no duty to review **UTILITY's** utilities or components for their quality or adequacy to provide the intended utility service.
7. Additional criteria for the Utility Work is included in Attachment A, attached hereto and incorporated herein.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of Utility relocations pursuant to Act 36 of 2019 (SC Code § 57-5-880) and 23 CFR 645A. **UTILITY** is responsible for the cost of any betterments.
2. In accordance with its procurement practices and procedures, **SCDOT** will solicit proposals for the design and construction of the Project, including the Utility Work, and will award the **SCDOT** Contract to the contractor with the best value proposal for the overall work of the design-build phases of the Project, or, in the case of bid-build phases, to the contractor with the lowest qualified bid for the overall work of the Project.
3. If the Utility Work contains any betterments or other work that is not an eligible cost under Act 36, **SCDOT** will invoice **UTILITY** for that amount. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract(s) for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** Contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector access to the site when the Utility Work is underway.
4. **SCDOT** and **SCDOT's** contractor will allow **UTILITY** unimpeded access to **UTILITY's** facilities in cases of emergencies and for operational and maintenance issues. **UTILITY** will make a good faith effort to inform **SCDOT** and **SCDOT's** contractor of each incident.
5. **SCDOT's** contractor shall be responsible for the Utility Work until it is accepted by **UTILITY**.
6. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 *et seq.*), **SCDOT** hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on **SCDOT's** part, or the part of any employee of **SCDOT** in the performance of the work undertaken under this Agreement.

Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits are not reimbursable by **SCDOT**.
2. Provide to **SCDOT** a list of preferred designers and preferred contractors (minimum of three each) to meet **SCDOT's** schedule for the Project. **UTILITY** shall also provide a method for **SCDOT's** contractors to become certified in order to self-perform the Utility Work.
3. Secure all necessary easements required to install the Utility Work in all areas outside of **SCDOT's** right-of-way. All such easements shall be secured no later than 60 days prior to work beginning. The cost of securing easements is not reimbursable by **SCDOT**.
4. Provide all engineering design services, construction plans for information and any required specifications, bid tab sheet, itemized estimated cost, a list of preferred contractors (minimum of three) to meet **SCDOT's** schedule for the Project, and construction observation services for the Utility Work. Only those costs apportioned to **SCDOT's** share of Work shall be reimbursable by **SCDOT**.
5. **UTILITY** must meet the Project schedules established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** within 30 days of execution of this Agreement.
6. Failure to meet the schedule requirements may result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays caused by **UTILITY**.
7. If criteria and specifications provided by **UTILITY** are found to be inaccurate due to errors or omissions by **UTILITY**, **UTILITY** shall be responsible for any resulting damages, including delay damages or the costs attributable to such delays.
8. **UTILITY** shall not be responsible or liable for schedule or costs if **SCDOT's** contractor fails to adhere to **UTILITY's** Design Criteria and Standard Specifications. If criteria provided is not clear in regard to **UTILITY's** concern, **UTILITY** and **SCDOT** shall work together to resolve the issues, including costs. The Deputy Secretary's decision in the matter shall be final and conclusive for both **Parties**, subject to non-jury appeal in the Circuit Court of Richland County.
9. **UTILITY** shall maintain existing facilities in place at its expense until new facilities that are acceptable to **UTILITY** have been constructed, tie-ins and switch-overs have been completed, and existing facilities are ready to be removed.
10. **UTILITY** retains responsibility for operation of any temporary facilities, and must coordinate with **SCDOT** and **SCDOT's** contractor for access to the Project site for this purpose. **SCDOT's** contractor is responsible for installation and maintenance of all temporary facilities and maintains ownership of temporary facilities.
11. **UTILITY** is required to attend all utility meetings held by **SCDOT's** contractor or at the request of **SCDOT**.
12. **SCDOT's** contractor shall coordinate the construction schedule with **UTILITY** and provide three business days' notice for days in which the contractor plans to perform Utility Work.

UTILITY's on-site representative or inspector may perform inspection to verify work for all items related to the Utility Work.

13. Prior to accessing the Project site, **UTILITY** shall coordinate with **SCDOT's** contractor regarding their safety policies and access requirements.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** Right-of-Way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** Right-of-Way, or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon **UTILITY's** acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein. **UTILITY** shall not be liable for any claims, accidents, injuries or damage arising out of the acts or omissions of **SCDOT** or any of its contractors, subcontractors or vendors.
6. Prior rights will remain in locations where prior rights currently exist. This agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT**.
8. Should additional Utility Work become necessary as a result of Project impacts on **UTILITY's** facilities that were not foreseen at the time of execution of this Agreement, **UTILITY** agrees to work with **SCDOT** and **SCDOT's** contractor to negotiate a resolution.
9. **The Parties** agree that delays in the Utility Work will impact public convenience, safety, and welfare, and that monetary damages would be inadequate to compensate **SCDOT** for delays in the construction of the Project. Consequently, **SCDOT** shall be entitled to specific performance or other equitable relief from **UTILITY** in the event of any breach of

this Agreement which threatens to delay construction of the Project. This provision shall not limit any other remedies available to **SCDOT**.

10. All claims or disputes shall be filed with **SCDOT's** Project Manager. The **Parties** will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the **SCDOT** Project Manager, the **Parties** may appeal the claim or dispute to the appropriate **SCDOT** Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both **Parties**, subject to non-jury appeal in the Circuit Court of Richland County.

Section VII – Counterparts

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

Section VIII – Authority and Law

SCDOT and **UTILITY** each bind themselves, their respective successors, executors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.

This Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

South Carolina Water Utilities, Inc.

BY: _____

Title: _____

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
or Designee

WITNESS

RECOMMENDED BY:

Deputy Secretary of Engineering or Designee

REVIEWED BY:

State Utilities Engineer

ATTACHMENT A

South Carolina Water Utilities, Inc.

Section I – Definitions

1. The term “Betterments” shall mean any upgrading to the utility facility being relocated made solely for the benefit of and at the election of the **UTILITY** and not attributed to the Project. Betterments include, but are not limited to, placement of Utility outside of **SCDOT** right of way for convenience, an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility or an expansion of the existing Utility, unless such adjustment is due to:
 - a. Any upgrading which is required for accommodation of the Project;
 - b. Replacement devices or materials that are of equivalent standards although not identical;
 - c. Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
 - d. Any upgrading required by applicable Laws, regulations or ordinances;
 - f. Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items that may be uneconomical to purchase); or
 - g. Any upgrading required by the criteria set forth in Section II below.
2. The term “Standard Material & Construction Specifications” (Specifications) shall mean of the Standard Material & Construction Specifications of the **UTILITY** as provided by the **UTILITY**. See subsequent “Supplemental Agreements” for details.
3. The term “Design Criteria” (Criteria) shall mean the standard Design Criteria of the **UTILITY** for capital projects as provided by the **UTILITY**. See subsequent “Supplemental Agreements” for details.
4. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the Utility Work is installed, inspected, tested, and placed into service in accordance with **UTILITY**’s plans and specifications.
5. The term “Final Acceptance” shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the Utility Work has been placed into service; switch-over of services has been completed; old facilities have been disconnected and demolished; record drawings have been submitted by **SCDOT**’s contractor and approved by **UTILITY**; and **SCDOT**’s contractor has certified the construction and received a permit to operate from SCDHEC.
6. The term “Acceptance of Utility Work” shall mean, for purposes of this Agreement, **UTILITY**’s taking control of the finished Utility Work, or any portion thereof, in its final form after **UTILITY** confirms that all design criteria and requirements have been met and **UTILITY**

has acknowledged Final Acceptance. Taking control shall mean utilizing the relocated facility to provide service to its customers and abandoning existing facilities, but does not relieve **SCDOT's** contractor from conditions of the required warranty.

Section II – SCDOT's Responsibilities

1. As a part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work insurance policies which meet or exceed the requirements listed in Attachment C – *Insurance Policy Requirements*. In addition, the **UTILITY** will be named as an additional insured. Copies will be provided to the **UTILITY**. SCDOT will also require the contractor performing the Utility Work to indemnify, defend and hold harmless **UTILITY** from any and all claims or damages arising from contractor's acts or omissions in performing the Utility Work.
2. As a part of the Construction Contract, the **UTILITY** will include in the Specification a requirement for the contractor to warranty the improvements for two years from the date of Substantial Completion of the work that is installed as described in each Supplemental Agreement. **SCDOT** will require that the contractor include this in their bid.
3. **SCDOT** shall allow the **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to the **UTILITY** of the time and place the materials will be available for inspection. The **UTILITY** shall have the right to inspect all recovered materials from the waterline removal (examples are water valves, fire hydrants, pipe). If the **UTILITY** elects to retrieve the materials, there will be no cost associated with doing so, but the **UTILITY** shall be responsible for removal from the inspection site. If the **UTILITY** elects not to retrieve the items, **SCDOT** may sell them for scrap or allow the contractor to do so.
4. **SCDOT** shall provide the names, addresses, and telephone numbers of representatives at **SCDOT** and **SCDOT's** contractor who are responsible for submitting the plans to **UTILITY** and receiving comments and approvals. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
5. **SCDOT** shall provide **UTILITY** a 10 business day notice that a portion of Utility Work will be in place and ready for testing. **UTILITY** shall schedule inspection staff to be present to observe testing, disinfection, and sampling.
6. **SCDOT** shall require the contractor to coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.

Section III – UTILITY's Responsibilities

1. By executing this agreement **UTILITY** authorizes **SCDOT**'s contractor to access the meter locations and tie points outside of SCDOT's right-of-way where **UTILITY** has right-of-entry allowing **SCDOT**'s contractor to complete Utility Work.
2. **UTILITY** shall provide to **SCDOT** the available tie-in points in CAD format or detailed location drawings within SCDOT right-of-way for the Utility Work within and beyond the limits of the Project. These tie points should be made available within 30 days of this Agreement. To meet this schedule, **UTILITY** will utilize survey and SUE data provided by **SCDOT**; **SCDOT** agrees that **UTILITY** may rely on survey and SUE provided by **SCDOT** or **SCDOT**'s consultant. However, all Parties understand that these tie-in locations are approximate and may be required to change due to field conditions, features in the Project design, and due to the Utility design of **SCDOT**'s contractor.
3. Per the timeframe given in the phase specific Supplemental Agreements, **UTILITY** shall provide all state, local and federal codes and standards and any other criteria, including betterments, for the design and construction of the Utility Work which will be incorporated into **SCDOT**'s Contract.
4. **UTILITY** shall provide the name, addresses, and telephone numbers of representatives who are responsible for approving the plans. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
5. Should utility easements be required for betterments requested by the **UTILITY**, **UTILITY** shall be responsible for those easements.
6. Upon notification by **SCDOT** that a portion of Utility Work will be in place and ready for testing, **UTILITY** shall schedule inspection staff to be present to observe testing, disinfection, and sampling. **UTILITY** shall expeditiously review and proceed to accept relocation work. **UTILITY** shall provide **SCDOT** 30 calendar days-notice of anticipated Acceptance of Utility Work date.

SUPPLEMENTAL AGREEMENT NO. 01
TO THE
MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
South Carolina Water Utilities, Inc.

Carolina Crossroads I-20/I-26/I-126 in Lexington and Richland Counties
SCDOT Project ID P027662

This Supplemental Agreement is made this ____ day of _____, 20____ by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and the South Carolina Water Utilities, Inc. (hereinafter referred to as “**UTILITY**”) (collectively “the **Parties**”) to outline the scope of Utility Work and associated financials for Phase 3 of **SCDOT**’s Carolina Crossroads I-20/I-26/I-126 Project.

All terms in this Supplemental Agreement shall have the same meaning and definitions as presented in the Master Agreement (MOA - ____ - ____) between the Parties.

Section I – Definitions

1. The term “Design-Build” (DB) shall refer to the Project procurement and delivery method. This type of project delivery includes design and construction under one contract.
2. The term “**SCDOT**’s contractor” shall refer to the contractor that enters into a Design-Build agreement to provide for design, right-of-way acquisition services, and construction of the Project.

Section II – Terms of Supplemental Agreement

1. Utility Work design plans will be submitted by **SCDOT** to the **UTILITY**, and the **UTILITY** will review the plans in accordance with this section. **SCDOT**’s Contractor shall resolve **UTILITY**’s comments and obtain **UTILITY** approval prior to submittal of Released for Construction (RFC) plans.
2. **SCDOT** agrees that it will submit to **UTILITY** for review the 30-percent, 60-percent, and 100-percent Utility Work design plans prepared by the contractor. **UTILITY** agrees that it will have the responsibility to review the 30-percent, 60-percent, 100-percent Utility Work design plans prepared by **SCDOT**’s contractor. Upon submittal of each milestone package, **UTILITY** shall have an initial review period of 13 business days for each submittal (30, 60,

and 100-percent). **UTILITY**'s review comments will be sent to **SCDOT** to review and forward to **SCDOT**'s contractor. **UTILITY** shall provide review comments to **SCDOT** by either utilizing an **SCDOT** created Bluebeam review session or **SCDOT**'s Comment Matrix. **SCDOT**'s contractor shall respond to **SCDOT** within five business days. **SCDOT** will forward contractor comment responses to the **UTILITY**. The **UTILITY** shall provide additional comments, if warranted, or issue written approval of plans for construction within four business days to **SCDOT**. If any open comments remain after the initial 13-business day review and subsequent five-day review and comment period, there will be no time constraint for **SCDOT**'s contractor to respond. If verification plans are required for any package (30-percent, 60-percent, and 100-percent), **UTILITY** shall have a review period of 9 business days to provide new or still unresolved comments back to **SCDOT**. Failure of **UTILITY** to meet these deadlines shall be deemed acceptance of **SCDOT**'s contractor's design. Time is of the essence. Failure of **SCDOT** and/or **SCDOT**'s contractor to meet these deadlines shall not limit the responsibilities of **UTILITY** in this process.

3. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A.
4. **UTILITY** is responsible for the cost of any betterments. Cost of betterments is estimated to be \$0.00.
5. **SCDOT** will endeavor to keep **UTILITY** informed as to the Project status, to include updated estimates for Utility Work.
6. Refer to Table 1, attached hereto and incorporated herein, for scope of Utility Work. **UTILITY** estimates the total cost of their Utility Work for Phase 3 to be \$1,621,200, with such costs to be allocated as follows:
 - a. **SCDOT**'s share is estimated at \$0.00. This consists of:
 - i. **Prior Rights** estimated at \$0.00.
 - ii. Pro-rated share (100%) of total **Non-Prior Rights** estimated at \$0.00.
 - b. **UTILITY**'s share is estimated at \$1,621,200.
 - c. Should additional utility impacts not outlined in Table 1 and not reasonably determined in the final design be encountered, this table will be revised to include the necessary scope of work to address the conflict.
7. The **Parties** shall meet and amend this Supplemental Agreement as needed to incorporate any scope changes that result from the actual plans.
8. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all delay costs caused by **UTILITY**'s failure to meet the construction schedule.
9. **SCDOT**'s share identified in 6.a. above shall be the amount payable by **SCDOT** for the Utility Work. Any amount over this shall be the responsibility of **UTILITY**.
10. **SCDOT** shall invoice **UTILITY** for 15% of **UTILITY**'s estimated In-Contract utility costs within second quarter of 2024. **UTILITY** shall remit the invoiced amount within 90 days of receipt of the invoice.
11. **SCDOT** shall invoice **UTILITY** the balances of the estimated In-Contract utility costs as follows and shall remit the invoiced amount within 90 days of receipt of the invoice:

- a. 20% of **UTILITY**'s share of In-Contract utility costs within first quarter of 2025.
 - b. 30% **UTILITY**'s share of In- Contract utility costs within second quarter of 2025.
 - c. 30% **UTILITY**'s share of In- Contract utility costs within third quarter of 2025.
 - d. Remaining 5% of **UTILITY**'s share of In-Contract utility costs will be billed thereafter but not earlier than third quarter 2025.
12. **SCDOT** will endeavor to keep **UTILITY** informed as to the Project status and Utility Work, to include updated estimates as design and construction progress.

Section III – UTILITY's Responsibilities

1. **UTILITY** may provide **SCDOT** a conceptual layout of the Utility Work. In such event, **UTILITY** agrees to make available to **SCDOT**'s contractor any CAD (Microstation v8 or latest AutoCAD) files used to prepare the preliminary plans within 60 days of this Agreement. These plans are not final construction plans or sealed engineering plans and will be provided to **SCDOT**'s contractor for information only. The plans will not become part of **SCDOT**'s contract for construction.
2. **UTILITY** shall provide all state, local and federal codes and standards and any other criteria, including any known betterments, for the design and construction of the Utility Work which will be incorporated into the **SCDOT** Contract. If criteria and specifications provided by **UTILITY** changes or is modified after September 18, 2024, **UTILITY** may be responsible for any resulting damages, including delay damages or the costs attributable to such delays.
3. Any changes requested by **UTILITY** to the plans previously approved by **UTILITY** that are Released for Construction (RFC Plans), which differ from the Scope of Utility Work or criteria provided, shall be mutually agreed to by all Parties including **SCDOT**'s contractor. The **UTILITY** will be responsible for any changes in cost due to **UTILITY**'s request including the cost of time delay to Project.

All other terms and conditions of the Master Agreement not changed, modified, or supplemented by this Supplemental Agreement shall remain in full force and effect as originally written.

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

South Carolina Water Utilities, Inc.

BY: _____

Title: _____

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
or Designee

WITNESS

RECOMMENDED BY:

Deputy Secretary of Engineering or Designee

REVIEWED BY:

State Utilities Engineer

Table 1 Scope of Utility Adjustment Work

See Project Information Package.