

SE-235

**PROFESSIONAL INCIDENTAL SERVICES CONTRACT****AGENCY:** SOUTH CAROLINA OFFICE OF RESILIENCE-DISASTER RECOVERY DIVISION**PROJECT NAME:** Georgetown County Mingo Pond Drainage Outfall**PROJECT NUMBER:** IP-20-2200-01 / D30-N019-MJ**A/E NAME:** ATLAS**ADDRESS:** 3255 Landmark Drive, Suite 101

NORTH CHARLESTON SC 29418-6952

In consideration of the mutual covenants and obligations set forth herein, the Agency and A/E (hereinafter jointly referred to as the "parties") agree to the following:

**A. CONTRACT DOCUMENTS**

1. Documents forming a part of this contract are, in order of precedence:
  - a. This Contract, SE-235.
  - b. A/E Proposal describing services to be provided for this project, the associated hourly billing rates for the A/E and the A/E Consultants, and the projected Reimbursable items.
  - c. Supplemental Conditions, attached if applicable.
  - d. The following other documents:
   
\_\_\_\_\_
   
\_\_\_\_\_

2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

**B. REPRESENTATIVES****1. Agency's Representatives**

Agency designates the individual listed below as its Representative, which individual shall have the authority to bind the Agency with respect to all matters regarding the Contract and requiring the Agency's approval or authorization:

**NAME:** ERIC FOSMIRE**TITLE:** CHIEF OF STAFF AND GENERAL COUNSEL, SOUTH CAROLINA OFFICE OF RESILIENCE**ADDRESS:** 632 ROSEWOOD DRIVE, COLUMBIA, SC 29201**TELEPHONE:** 803.822.580**FAX:** \_\_\_\_\_**EMAIL:** ERIC.FOSMIRE@SCOR.SC.GOV

The term "Agency" means the Agency or the Agency's Representative.

**2. A/E's Representatives**

A/E designates the individual listed below as its A/E's Representative, which individual shall have the authority to bind the A/E with respect to all matters regarding the Contract and requiring the A/E's approval or authorization:

**NAME:** SEAN BYERS**TITLE:** SENIOR VICE PRESIDENT**ADDRESS:** 3255 LANDMARK DRIVE, SUITE 101**TELEPHONE:** 843-974-8533**FAX:** \_\_\_\_\_**EMAIL:** Sean.Byers@oneatlas.com

The term "A/E" means the A/E or the A/E's Representative.

3. Neither the Agency nor the A/E shall change their representatives without ten days written notice to the other party.

**C. A/E RESPONSIBILITIES**

1. The A/E shall provide professional services as set forth in this Contract consistent with the professional skill and care ordinarily provided by A/E's practicing in the same or similar locality region under the same or similar circumstances.
2. The A/E represents that its' team is properly licensed in the jurisdiction where the Project is located to provide the services required.
3. The A/E's responsibilities commence with the award of this Contract and terminate with the payment of the final invoice by the Agency.

**D. INSURANCE**

1. The A/E shall procure and maintain in effect during the term of this Contract the insurance coverages described below, which insurance shall be placed with insurance companies authorized to do business in the State of South Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved by Agency.
  - a. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and in the aggregate. A/E shall maintain this coverage in effect during the term of this Contract and for five (5) years after the date of completion of services provided under this Contract. A/E shall give prompt written notice to Agency of all claims made against this policy during the period in which this policy is required to be maintained.
  - b. Worker's Compensation Insurance as required by the State of South Carolina with statutory limits.
  - c. Employers' Liability Insurance with limit of no less than \$1,000,000 per accident.
  - d. Automobile Liability Insurance: Insurance Services Offices (ISO) Form CA 00 01 covering Code 1 (any auto), or if A/E has no owned automobiles, Code 8 (hired) and Code 9 (non-owned), with limits not less than \$1,000,000 per accident for bodily injury and property damage.
  - e. Commercial General Liability Insurance (CGL): ISO Form CG 00 01 12 07 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. This Contract shall be considered to be an "insured contract" as defined in the policy.
2. The A/E agrees to require Consultants to comply with the insurance provisions required of A/E pursuant to this Contract unless A/E and Agency mutually agree to modify these requirements for Consultants whose work is of relatively small scope. The A/E agrees that it will contractually obligate its Consultants to advise A/E promptly of any changes or lapses of the requisite insurance coverages and A/E agrees to promptly advise Agency of any such notices A/E receives from its Consultants. The A/E agrees that it will contractually obligate its Consultants to indemnify and hold harmless the Agency to the same extent that the A/E is required to do so as provided in this Contract.
3. The A/E shall provide certificates of insurance to the Agency that evidence compliance with the requirements in this Section.
4. Additional Insured Obligations
  - a. To the fullest extent permitted by law, the A/E shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Agency, its officers, officials, employees, and volunteers, as additional insureds for claims caused in whole or in part by the A/E's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Agency's insurance policies and shall apply to both ongoing and completed operations.
  - b. Prior to performing services, and thereafter upon replacement of each required policy of insurance, the A/E shall provide to the Agency a written endorsement to the A/E's General Liability Insurance policy that (i) names the Agency, its officers, officials, employees, and volunteers, as additional insureds, and (ii) states that coverage shall not be cancelled, except with notice to the Agency.
  - c. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the A/E with reasonable promptness.

**E. INDEMNIFICATION**

1. Without limitation and notwithstanding any provision in this Contract, the A/E shall indemnify and hold harmless the Indemnitees for and against claims, damages, losses and expenses (including attorneys' fees) asserted by a third party against an Indemnitee arising out of or resulting from negligent acts or omissions of the A/E, a consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). The A/E shall not be required to indemnify an Indemnitee to the extent the Indemnitee's damages result from the Agency's own negligence.

2. Such obligation shall not be construed to negate, abridge, or reduce any other rights, including any other obligations of indemnity, which would otherwise exist as to a party or person described in this Section. As used in this paragraph, "Indemnitees" means the State (including its instrumentalities, agencies, departments, boards, and political subdivisions), the contractor, the subcontractors at all tiers, and the officers, agents and employees of all the forgoing.

#### **F. A/E SERVICES**

1. The A/E shall be fully responsible for coordinating all services under this Contract regardless of whether performed by its own employees or by consultants hired by A/E to perform a portion of its' services.
2. The A/E shall be responsible to the Agency for the services furnished to the A/E by any Consultant to the same extent as if the A/E had furnished the service itself. A/E also agrees to coordinate and resolve any inconsistencies in its work and the work of its Consultants. All of A/E's contracts with Consultants shall be in writing, signed by both parties, and shall include the following provision: "The Agency is intended to be a third-party beneficiary of this Contract."
3. The A/E shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation and reports as required by the Agency to maintain a comprehensive record. The State Project Number and Name as noted above shall be shown on all documents.
4. Any reference in the Contract Documents to the A/E taking action or rendering a decision with a "reasonable time" or "reasonable promptness" is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.
5. Work Product Documents
  - a. The Work Product to be accomplished and submitted to the Agency shall be as defined in the Contract Documents.
  - b. The A/E shall submit to the Agency, and OSE if required, properly completed documents in the number and form requested for review and approval.
  - c. The Agency and OSE review and approval of all documents or other matters required herein shall not relieve the A/E of his professional duty of care in the preparation of the Work Product for compliance with the requirements of applicable statutes, regulations, codes, or the Manual.
5. Additional Services
  - a. The A/E may provide Additional Services after execution of this Contract without invalidating the Contract. Except for services required due to the fault of the A/E, any Additional Services provided shall entitle the A/E to compensation pursuant to negotiations and an appropriate adjustment in the A/E's schedule.
  - b. The A/E shall not proceed to provide Additional Services until the A/E receives the Agency's written authorization.

#### **G. AGENCY'S RESPONSIBILITIES**

1. The Agency shall review the Work Product and shall submit its written approval to the A/E, and OSE, if required.
2. The Agency shall provide prompt written notice to the A/E if the Agency becomes aware of any fault or defect, including errors, omissions or inconsistencies in the A/E's Work Product.
3. The Agency shall include the A/E in all communications that relate to or affect the A/E's services or professional responsibilities. Communications by and with the A/E's consultants shall be through the A/E.

#### **H. CLAIMS AND DISPUTE RESOLUTION**

1. All disputes, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. A/E agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used herein, the phrase "the State" includes the Agency, any governmental entity transacting business with the A/E pursuant to the Contract, and the State Fiscal Accountability Authority.
2. A/E consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on A/E by certified mail (return receipt requested) addressed to A/E at the address provided in the Contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
3. The A/E and Agency waive claims against each other for listed damages arising out of or relating to this Contract.
  - a. For the Agency, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section K.5, (viii) lost revenue and profit lost use of the property, (ix) costs resulting from lost productivity or efficiency.

- b. For the A/E, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section K.5, (vii) unamortized equipment costs; and (viii) losses incurred by the A/E's consultants for the types of damages the A/E has waived as against the Agency.
4. Continuation of Work: Pending resolution of a claim or dispute, the A/E shall proceed diligently with the performance of its services under this Contract, and Agency shall continue to make payments in accordance with this Contract for all services rendered by A/E which are not the subject of the claim or dispute.

## **I. TERMINATION OR SUSPENSION**

### **1. Agency Right of Suspension:**

- a. The Agency may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Agency. The A/E shall be compensated for services performed prior to notice of such suspension, except in the event the suspension was due to a default by the A/E.
- b. When the Work, in whole or in part, is resumed, the remaining amount payable to the A/E may be equitably adjusted to reflect reasonable costs actually incurred by the A/E due to delay or interruption resulting from such suspension.
- c. If the suspension exceeds ninety (90) consecutive days, the A/E's fees for the remaining services and the time schedules shall be equitably adjusted.

### **2. Agency Right of Termination:**

- a. Termination for Cause: If the A/E defaults, persistently fails or neglects to perform the services in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the A/E. If the A/E fails to cure such default, failure, or neglect within ten (10) days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract.
- b. Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work or terminate this Contract by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the A/E for those services actually performed before the date of termination. No payments shall be made for services not actually performed, and no payment shall be made or due for lost profits for portions of the services not actually performed.

### **3. A/E Right of Termination:**

- a. The A/E may terminate the contract if Work is stopped through no fault of the A/E, or other persons performing work either directly or indirectly for the A/E, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a declared National emergency which requires the Work to be stopped.
  - b. Agency Failure to Make Payment: Subject to the Agency's right to withhold payments pursuant to Section K, if the Agency fails to make payments to the A/E as set forth in Section K and any other applicable provisions of the Contract Documents, the A/E may, upon fourteen (14) days prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all services performed, including reasonable overhead, profit and damages applicable to the services performed through the date thereof.
4. In the event of suspension or termination for convenience, upon request of Agency and payment of all fees pursuant to this Section, A/E shall promptly provide Agency with all documents, completed or in progress on the date of termination, in electronic format. The Agency's rights to use the A/E's Work Product in the event of a termination of this Contract are set forth in the Contract.

## **J. MISCELLANEOUS PROVISIONS**

- 1. Governing Law: The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
- 2. This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.
- 3. Severability: If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

4. **Economic Conflict of Interest:** The A/E shall not have or exercise any official responsibility regarding a public contract in which the A/E, or a business with which he is associated, has an economic interest. A person working for the A/E shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If the A/E is asked by any person to violate, or does violate, either of these restrictions, the A/E shall immediately communicate such information to the procurement officer. The state may rescind, and recover any amount expended as a result of, any action taken, or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in S.C. Code Ann. § 8-13-100.
5. **Drug-Free Workplace:** The A/E must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The A/E certifies to the Agency that A/E will provide a Drug-Free Workplace, as defined by S.C. Code Ann. §§ 44-107-20(1).
6. **False Claims:** According to SC Code § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
7. **Non-Indemnification:** It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations per S.C. Code Ann. § 11-9-20. It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year per S.C. Code Ann. § 11-1-40.
8. **Assignment:** The Agency and A/E, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Contract. Neither the Agency nor the A/E shall assign this Contract without the written consent of the other. S.C. Code Ann. Reg. 19-445.20180 provides as follows: "No State contract is transferable, or otherwise assignable, without the written consent of the Chief Procurement Officer, the head of a purchasing agency, or the designee of either; provided, however, that a contractor may assign monies receivable under a contract after due notice from the contractor to the State."
9. **Force Majeure:** In the event A/E is hindered, delayed or prevented from performing its obligations under this Contract as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, or any other cause beyond the reasonable control of A/E, the time for completion of A/E's work shall be extended by the period of resulting delay.
10. **Open Trade Representation:** By signing this Contract, A/E represents that A/E is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300. During the contract term, including any renewals or extensions, A/E will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

## **K. COMPENSATION**

### **1. Basic Services:**

The Agency shall compensate the A/E for the services rendered as described in the Contract Documents in Section A in the amount of:

\$ 49,990.00

### **2. Additional Services:**

The Agency shall compensate the A/E for Additional Services rendered as described in the Contract Documents in Section A in the amount of:

\$

### **3. Reimbursable Expenses:**

For Reimbursable Expenses the compensation shall be the actual costs incurred by the A/E and the A/E's consultants. The A/E and the A/E's consultants shall be allowed a reasonable markup not to exceed 10% for administrative cost related to Reimbursable Expenses.

The Agency shall compensate the A/E for Reimbursable Expenses described in the Contract Documents in Section A as a not-to-exceed amount of:

\$

- 4. Unless authorized in writing by the Agency prior to incurring the expense, no expense for transportation, travel, or subsistence will be reimbursable to the extent the expense exceeds the amount for which a state employee would be reimbursed under the Travel Regulations. Travel Regulations means the State Fiscal Accountability Authority's Regulations for Reimbursement for Travel and Subsistence Expenses, Disbursement Regulations pdf found at [<https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures>]. There shall be no charge for time spent in travel.
- 5. Progress Payments: Payments for services shall be made monthly in proportion to services performed. The Agency shall make payments to the A/E of undisputed amounts due for services performed by the A/E within twenty-one (21) days of receipt of the A/E's invoice. The A/E shall make progress payments to the consultants within seven (7) days of the receipt by the A/E of each payment from the Agency. Payments due to the A/E and unpaid under this Contract shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the A/E shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.
- 6. The Agency shall not withhold amounts from the A/E's compensation to impose a penalty.

**AGENCY:**

**BY:**   
(Signature of Representative)

**PRINT NAME:** ERIC FOSMIRE

**PRINT TITLE:** CHIEF OF STAFF

**DATE:** 8/23/2022

**A/E:**

**BY:**   
(Signature of Representative)

**PRINT NAME:** SEAN BYERS

**PRINT TITLE:** SENIOR VICE PRESIDENT

**DATE:** 8/22/22





DATE: 8/15/2022  
CLIENT: Karen Olson, PE  
South Carolina Office of Resilience  
ADDRESS: 632 Rosewood Dr Columbia, SC 29201

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**RE: PROPOSAL FOR SUE SERVICES – Georgetown County, South Carolina**  
**PROJECT NAME: Mingo Pond Project**

Dear Karen,

**Atlas Technical Consultants (Atlas)** is pleased to submit this proposal for SUE services for the project located on Highway 17 in the Georgetown County, South Carolina. The following are options for this work with a description of the scope of work that is required to complete each option:

**SCOPE OF SERVICES:**

It is our understanding that the county (with the assistance of South Carolina Office of Resilience and Stantec) will be making substantial drainage improvements including directional boring for water line and sanitary sewer force main replacement as well as major drainage installations. Below is a revised proposal using a combination of Slotted Trenching and Test Holes. It is still our opinion you should have a SUE QLB designation of the project to have a better understanding of the utilities out there prior to any test holes or slotted trenching.

**Task 1.0 Slotted Trenching (suggested conflict locations)**

**Task 1.0 APPROACH:**

- Atlas will run a field sweep of the immediate area for the slotted trenching to designate the target utilities to be identified. If multiple utilities are in the slotted trenching zone, a determination will need to be made in the field in cooperation with Stantec as to which utilities are more critical to be excavated.
- Extended Slotted Trenching will be performed at the Drill Pit as well as at the turn point. The extended slotted Trenching will in a cross or “t” shape and will be approximately 20 feet X 25 feet (One (1) foot wide by up to Six (6) feet deep) and 22 feet by 15 feet (One (1) foot wide by up to Six (6) feet deep
- Standard Slotted Trenching will be a series of closely excavated test holes creating a continuous trench. Each Slotted Trench will be a maximum of Five (5) feet in length, One (1) foot wide by a maximum depth of Six (6) feet deep. If the utilities are located at a dimension or depth less than the maximum dimensions stated, no further trenching will take place in that location.
- We are estimating Two Extended Slotted Trenches and Five (5) Priority Standard Slotted Trenches to be excavated. This proposal is set up on a day rate. Depending on the density of the soil will determine the actual number of trenches that can be excavated in the assumed six (6) days of trenching. If trenching is faster than expected a determination can be made by the client or clients representative if more trenching should be performed including the two (2) Secondary Trenches as shown on Attachment A”.
- Approximate location of the test holes will be provided to Atlas in AutoCAD or MicroStation file format and in PDF prior to field work.
- Test Hole Data will conform to requirements of the SCDOT SUE CADD Development Manual Sections 3.09 & 4.05.
- Horizontal and vertical control and survey locations will be performed as part of this scope.
- It is assumed the Extended Slotted Trenching and Standard Slotted Trenching depth will not

exceed Six (6) feet in depth, any Slotted Trenching excavation beyond Six (6) feet deep will be charged a fee of \$300.00 per feet.

**Task 2.0 Quality Level A Test Holes (suggested conflict locations)**

**OPTION 2.0 APPROACH:**

- Atlas will run a field sweep of the immediate area of the test hole to designate the target utility to be identified. We expect multiple utilities will be in the test hole zone, a determination will need to be made in the field in cooperation with Stantec as to which utility location will be excavated for each utility.
- Atlas will provide Professional SUE QLA test holes at locations as roughly determined by Atlas and as shown as "Attachment B". Estimated to be Four (4) Priority Test Holes will be excavated and will be performed in one (1) day under this option. If excavation is faster than expected a determination can be made by the client or clients representative for the excavation of the One (1) Secondary Test Hole as shown on Attachment A".
- Any additional test holes above the Four (4) Primary Test Holes estimated will be billed at the unit rate of \$1100.00 each (under six(6) feet deep) and will be approved in advance of work.
- Test Hole Data will conform to requirements of the SCDOT SUE CADD Development Manual Sections 3.09 & 4.05.
- Horizontal and vertical control and survey locations will be performed as part of this scope.
- It is assumed the test hole depth will not exceed Six (6) feet in depth, any test hole excavation beyond Six (6) feet deep will be charged a fee of \$105.00 per feet.

**INCLUSION:**

1. Atlas will perform this service with due diligence and use every reasonable effort to locate the utilities in a manner consistent with industry standards and will be held accountable for Atlas's negligent acts, errors, or omissions for its services as outlined within this scope of services.
2. Use of Atlas for Utility designating services does not relieve the client, contractor(s), property owner(s) or utility owner(s) of the responsibility of notifying the appropriate "One Call" system prior to starting site excavation activities. Atlas will not be assumed or held responsible for damages to utilities caused by others.

**FEE STRUCTURE:**

The Lump Sum fee for our services will be billed as follows:

Task	Description	Fee	
1.0	Slotted Trenching (Assumes 6 Days x \$4325.00/Day)	Day	\$25,950.00
2.0	Quality Level A Test Holes (assume 4THs (Primary) x \$1100/TH)	Each	\$4,400.00
2.1	Reimbursables (Travel) GSA Rates	Cost	\$2,450.00
3.0	Project Management and Office Reduction	LS	\$1,760.00
4.0	Traffic Control	LS	\$16,940.00
	<b>Total</b>		<b>\$49,990.00</b>

This fee includes all necessary personnel, equipment/supplies and office support. The above price will not be exceeded without prior authorization from the client. Atlas will invoice at the completion of these services. Traffic control is assumed at \$2200/per day. If awarded, we will secure a traffic control company and will inform the client of the costs ahead of time for approval. Traffic control costs will incur a 10% surcharge to account for coordination and other time associated with the use of traffic control sub-contractor



**SCHEDULE:**

To be determined based on option selected.

**LIMITATIONS/EXCLUSIONS:**

This proposal is considered valid and remains in effect for 90 days. Please sign and return a copy of this proposal for our records.

- This fee assumes the project area will be readily accessible, with no standby time being incurred and work is conducted during normal weekday hours.
- If work is required to be conducted at night or on weekends, a 25% surcharge will be added.
- It is assumed the pothole depth will not exceed Six (6) feet in depth, any pothole excavation beyond Six (6) feet deep will be charged a fee of \$105.00 per feet.
- Overhead utilities, gravity sanitary and storm infrastructure will not be designated as part of this scope.
- Project management time is included in this proposal.

The Terms and Conditions for our services are attached.

**South Carolina Office of Resilience**



Date: 22 Aug 2022

Signature

**Atlas Technical Consultants**



Timothy H Kinder P.L.S.  
Director of SUE/Survey Carolinas



Sean Byers  
Senior Vice President

Date: August 15, 2022

## **STANDARD TERMS AND CONDITIONS**

### **1. Standards of Performance**

ATLAS ENGINEERING will perform services using the degree of care and skill ordinarily exercised under similar circumstances by members of ATLAS's profession practicing in the same or similar locality. No other warranty, expressed or implied is made or intended in this agreement or by our oral or written reports.

Professional services shall be performed pursuant to applicable codes, regulations and laws in effect on the date of this Agreement. Changes in the codes, laws or regulations after the effective date of this Agreement may warrant modifications to ATLAS's scope, schedule or compensation.

Client shall furnish to ATLAS all information in the possession, custody or control that relates to the project and that may bear upon the services of ATLAS under this Agreement.

### **2. Scope of Services**

ATLAS agrees to provide the services as enumerated in the Proposal attached to and made a part of this Agreement. The Scope of Services of the Proposal is intended to include the services that could be reasonably anticipated based on ATLAS's similar past projects. ATLAS does not guarantee or warrant that the Scope of Services is inclusive of all services required. Client agrees that services found to be required that are not expressly included in the Scope of Services will be performed by ATLAS as an Additional Service.

### **3. Payment Terms**

Invoices will be submitted generally on a monthly basis and are payable in full upon receipt. Unpaid balances will be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if not paid within 30 days. If full payment has not been received after 60 days from invoice date, ATLAS may suspend services without liability until the Client has paid in full all amounts due ATLAS on account of services rendered and expenses incurred, including interest on past due invoices.

Client's obligation for payment of services provided pursuant to this Agreement is in no way dependent on Client's ability to obtain financing, regulatory approvals or payment from third parties.

### **4. Documents**

All documents, including but not limited to drawings, notes, calculations, specifications and exhibits are instruments of service with respect to this Agreement and will remain the sole property of ATLAS. ATLAS will furnish the Client copies of documents at the Client's request and the Client shall pay for all costs of reproduction. Client agrees not to reuse the documents for any other project not expressly provided for in this Agreement without the written consent of ATLAS. Reuse of the documents without ATLAS's written consent or adaptation for the intended application will be at the Client's sole risk and without liability or legal exposure to ATLAS or ATLAS's consultants. Client shall indemnify and hold harmless ATLAS and ATLAS's consultants from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

Copies of documents that are to be relied upon by the Client shall be limited exclusively to printed copies that are signed and sealed by ATLAS. Electronic copies are subject to inadvertent modification and misuse and are not a substitute for the printed copy. Electronic copies provided to the Client at the Client's request are for the convenience of the Client and their use is at the user's sole risk, unless stamped.

### **5. Construction Phase Services**

Client agrees that ATLAS is not responsible for supervising, directing or controlling the Contractor's work, nor for the means, methods, techniques or sequencing of construction. Client understands and agrees that compliance with

safety laws and regulations, implementation of safety programs and installation of safety measures to protect all persons and property at the project site is completely and solely the responsibility of the Contractor.

ATLAS may provide field observation services during the construction of the project. This service is intended to review portions of the work for general compliance with the Contract Documents. This service in no way relieves the Contractor of his responsibility to perform all work in strict conformance with the Contract Documents and all applicable laws and regulations.

## **6. Insurance**

ATLAS agrees to purchase and maintain at its own expense, Worker's Compensation Insurance, Comprehensive General Liability Insurance and Professional Errors and Omissions Liability Insurance and will, upon request, provide insurance certificates to the Client naming the Client as addition insured. ATLAS shall maintain professional liability insurance for a minimum of \$1 million.

Client shall require the Contractor to purchase and maintain General Liability and other insurance as specified in the Contract Documents.

At the Client's request and at the Client's sole cost, ATLAS will provide additional insurance coverage, increased limits or a reduced deductible that is more protective than the existing policy provided such requested insurance is commercially available and the carrier is acceptable to ATLAS.

## **7. Limitation of Liability**

Client agrees that ATLAS's sole liability for and to the Client and to all contractors, subcontractors, materialmen and all others working on this project due to any injuries, claims, losses, expenses or damages whatsoever arising from any cause or causes including but not limited to ATLAS's errors, omissions, professional negligence, negligent acts, breach of contract or breach of warranty shall be limited to fifty thousand dollars (\$50,000).

## **8. Reimbursable Expenses**

Client shall reimburse ATLAS for the cost plus a 10% markup for handling of all outside vendors used on the project including printing, plotting, copying. Project related vehicular travel will be reimbursed at the prevailing per mile rate allowed by the IRS.

## **9. Project Related Fees**

Payment of fees to Cities and/or Counties related to permitting, variances, applications, zoning shall be paid by the Client and are excluded from the consulting service fees itemized in the proposal. City/County fees paid by ATLAS at the Client's request will be reimbursed by Client.

## **10. Termination**

The obligation to provide further services under this Agreement may be terminated for cause by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This agreement will not terminate as a result of such substantial failure so Atlas as the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

This Agreement may be terminated for convenience by the Client effective no later than 2 days following receipt of the termination notice by ATLAS.



ATLAS will prepare a final invoice for all services performed and expenses incurred up to the effective date of the termination. Client agrees to pay said invoice in full within 30 days of receipt.

#### 11. Severability

In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

#### 12. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and ATLAS shall survive the completion of the services and the termination of this Agreement.

#### 13. Controlling Law

This Agreement shall be governed in all respects by the laws of the State of South Carolina.

### "Exhibit A"



Designating will take place in the project corridor which is shown outlined in black lines and blue shading above.

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