

SE-235
PROFESSIONAL INCIDENTAL SERVICES CONTRACT

AGENCY: SC Office of Resilience

PROJECT NAME: City of North Myrtle - 18th Avenue North Outfall Landward Drainage

PROJECT NUMBER: D30-N036-MJ

A/E NAME: Bolton & Menk

ADDRESS: 1298 Professional Drive

Myrtle Beach, SC 29577

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 & General Counsel

ADDRESS: 632 Rosewood Drive, Columbia SC 29201

TELEPHONE: (803) 822-9580

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: James M Wooten

TITLE: Principal Engineer

ADDRESS: 1298 Professional Drive, Myrtle Beach SC 29577

TELEPHONE: (843)424-0853

FAX: _____

EMAIL: Mike.Wooten@bolton-menk.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.

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), and its officers, agents, and employees.

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 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.
6. 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. INSTRUMENTS OF SERVICE

1. The A/E and the A/E's consultants shall be deemed the authors and owners of their respective Instruments of Service, including any Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Project is not to be construed as publication in derogation of the reserved rights of the A/E and the A/E's consultants.
2. The A/E grants to the Agency a perpetual, irrevocable, non-exclusive license to use and authorize others to use, at any time and in any manner, the A/E's Instruments of Service. The A/E shall obtain and provide to the Agency licenses from the A/E's consultants that have terms identical to those that obligate the A/E to the Agency as expressed above in this Section.
3. In the event the Agency uses the Instruments of Service without retaining the authors of the Instruments of Service, the Agency releases the A/E and A/E's consultant(s) from all claims and causes of action arising from such uses. The Agency, to the extent permitted by law, further agrees to waive any claims against the A/E and its consultants for all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Agency's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Agency rightfully terminates this Contract for cause.

I. 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.

J. TERMINATION OR SUSPENSION

1. Agency Right of Suspension:
 - a. The Agency may, at any time, suspend the Work, in whole or in part, by written notice to the A/E 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, by written notice from the Agency, 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, in electronic format, completed or in progress on the date of termination. The Agency shall not alter or revise the documents without written approval from the A/E.
5. In the event of termination for cause, the A/E shall promptly provide Agency with all documents, in electronic format, completed or in progress on the date of termination. The Agency shall be responsible for any alteration or revision to the documents.

K. 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.

L. 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:

\$ 19,245.00

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 & General Counsel

DATE: 11/20/2023

A/E:

BY: 
(Signature of Representative)

PRINT NAME: James M. Wooten

PRINT TITLE: Principal Engineer

DATE: 11/17/23



DDC Engineers
BOLTON & MENK, INC.

1298 Professional Drive
Myrtle Beach, SC 29577
Office: 843.692.3200
Fax: 843.692.3210
www.ddcinc.com



September 07, 2023
Revised October 20, 2023
Revised November 10 and 14, 2023
Revised November 15, 2023

Transmitted Via Email and US Mail
Pamela.Kendrick@scor.sc.gov

Ms. Pamela Kendrick
South Carolina Office of Resilience
632 Rosewood Drive
Columbia, South Carolina 29201

Re: **Revised Proposal for Professional Services**
City of North Myrtle Beach 18th Avenue North Outfall Landward Drainage Project
SCOR Project #: AP-22-2608.01 OSE and Project #: D30-N036-MJ
P/N 22077.0E

Dear Ms. Kendrick:

First, thank you for responding to the inquiries from Eric Sanford and me over the past week as we wanted to make absolutely sure that the scope of services proposed will meet with the South Carolina Office of Resilience standards for projects of this nature. As we discussed, we have completed similar studies for our municipal clients over the years when their infrastructure projects received funding from state and/or federal agencies.

In addition to our discussions with you, we have carefully read "Directive 75-02", and, from that review, we believe this project meets with criteria that would allow a "categorical exclusion". However, we agree that it is best to conduct studies in the event questions arise in the future. These various studies will collectively show that the construction activities associated with this project will not violate the letter or intent of any state or federal environmental rules, regulations or laws.

Bolton & Menk proposes to complete an Environmental Assessment (EA) of the area affected by any and all construction activities associated with this project. The individual filed and/or records research activities which are proposed are as follows:

- 1) **Categorical Exclusions** - Provide rationale for determination of categorical exclusion.
- 2) **Cultural Resources Background Research** - SCSHPO records research will be completed. Results will be summarized in a letter report which will be provided to SCSHPO and THPO for review and confirmation.
- 3) **Wetland Assessment** - The wetland consultant will review and follow the ASIP NEPA 8-step process outline in Section III, C.
 - A. Conduct data synthesis and analysis to develop a sampling plan.
 - B. Execute sampling plan to determine existence and limits of wetlands with study area.
 - C. Prepare mapping of findings.

Please note that all construction will occur within the road rights-of-way. As such wetlands will be avoided. In the event there are secondary impacts, all efforts to minimize said impacts will be employed.

Owner's

4) **Biological Evaluation**

- A. Review of the available public records from USFWS & SCDNR for species listed for Horry County.
- B. Conduct site reconnaissance to determine the presence/absence of federally listed protected species as well as potential habitat to support those species listed for Horry County.
- C. Prepare a report documenting our observations/conclusions. The report will be submitted to the client for review and to the USFWS for concurrence if authorized by the client.

5) **Flood Plain Determination** - The FEMA FIRM Rate maps will be reviewed as they relate to the construction area. Due to the nature of the work, no elevation changes will result from the project. As such, no FEMA approvals will be required.

6) Prepare final report summarizing results of the four (4) individual studies and submit report to client for review and approval.

7) Prepare and publish a Public Notice in the local newspaper and the associated website. Also, provide response(s) to received comments. Said correspondence will be included in the final report.

SCHEDULE

Work will be initiated immediately upon notice to proceed. It will be our goal to complete Items 1 through 6 within six weeks after initiation of work.


FEE

Bolton & Menk proposes to provide the services outlined above for the 18th Avenue North Outfall Landward Drainage project for the lump sum fee of (\$19,245.00) invoiced monthly on a percent complete basis. A breakdown of the proposed fee, along with a rate schedule for authorized additional services, is provided.

1.	Categorical Exclusion Statement	\$ 500.00
2.	Cultural Resources	\$ 1,395.00
3.	Wetland Assessment	\$ 5,750.00
4.	Biological Evaluation	\$ 3,150.00
5.	Flood Plain Assessment	\$ 250.00
6.	Prepare and Present Final Report	\$ 7,700.00
7.	Publish Public Notice	\$ 500.00

TOTAL FEES: \$19,245.00

"If the services under this Proposal are delayed or extended for a period of more than one year from the date of this Proposal, through no fault or direct action conducted or arising from Bolton & Menk, associated fees shall be increased to the published hourly rates in effect at the time of modification. Any change in fees shall apply only to unfinished services as of the effective date of the change. Moreover, should such a fee change occur, the South Carolina Office of Resilience shall receive written Notice thirty

Owner's 

Ms. Pamela Kendrick
September 07, 2023
Revised October 20, 2023
Revised November 10 and 14, 2023
Revised November 15, 2023

days prior to the change and shall be provided a brief justification to the cause of the delay of completing services provided under this Proposal. Any inquiries or challenges to the causes of delay by the South Carolina Office of Resilience shall be provided to Bolton & Menk within fifteen days of receiving the Notice and will be resolved within those thirty days prior to the increase in rate."

"The updated rate sheets will be available upon request and will be sent by email to SCOR each time there is a change in the rate sheet."

ADDITIONAL SERVICES

Services beyond those listed in the Scope of Services above will be provided when requested in writing by the client, on an hourly basis in keeping with the attached Rate Schedule. For those Services, which can be quantified, we will provide a formal proposal when requested.

REIMBURSABLES EXPENSES

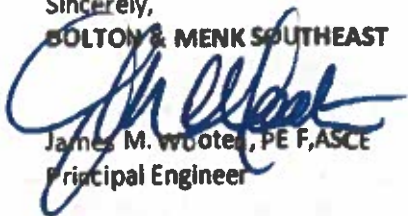
Reimbursable expenses include mileage, payment of regulatory application fees, courier service, and the cost of reproduction of plans and other paper media including contract documents, specifications, etc. We will invoice for these services at cost plus 10%. However, we do not anticipate the need for reimbursable for the assignment.

FORM OF AGREEMENT

In the event this proposal meets with your approval, please sign in the space provided below and return a copy via email, this will serve as our contract from our perspective. However, in the event your agency has more formal contractual requirements or a purchase order format, please forward this information for our signature.

Thank you for the opportunity to prepare and present our scope of services and fee proposal. Please contact me if you have any questions or need any additional information.

Sincerely,
BOLTON & MENK SOUTHEAST



James M. Wooten, PE F, ASCE
Principal Engineer

Attachments - 2023 Rate Schedule
Project Location Map

CC: Shauna Webb - SCOR
Eric Sanford, PE
Proposal File

ACCEPTED: 
Authorized Representative

DATE 11/6/2023

**BOLTON & MENK
SOUTHEAST
RATE SCHEDULE I
2023**

HOURLY RATES FOR PERSONNEL			
Principal Engineer	\$300.00	Professional Land Surveyor	\$200.00
Director	\$225.00	Survey Crew	\$180.00
Senior Project Manager	\$200.00	One Man Survey Crew	\$150.00
Project Engineer	\$180.00	Research/Expeditor	\$125.00
Engineering Designer	\$165.00	Construction Coordinator	\$135.00
Engineer in Training (EIT)	\$145.00	Construction Administration	\$150.00
Stormwater Specialist	\$200.00	Construction Observer	\$135.00
Senior Planner	\$200.00	SCDHEC - CPESC Inspector	\$150.00
Urban Planner	\$165.00	Regulatory / Governmental Liaison	\$300.00
Sr. Landscape Architect	\$200.00	Permit Coordinator	\$125.00
Landscape Architect	\$175.00	Expert Witness	\$500.00
Landscape Designer	\$145.00	Certified Arborist	\$250.00
GIS Analyst / Technician	\$225.00		
Senior Environmentalist	\$200.00		
Graphic Designer	\$175.00		
Administrative	\$85.00		

REIMBURSABLE EXPENSES

Blackline Prints	\$4.00/per sheet	Color Printing		
		Size	Color Bond	Photo Bond
Travel Expense	\$0.65/mile			
Photocopy - Color	\$0.40/sheet			
Photocopy - B/W	\$0.15/sheet	24 x 36	\$7.00 / sheet	\$26.00 / sheet
Outsourced Expenses	\$ Cost plus 15%	30 x 42	\$10.00 / sheet	\$30.00 / sheet
Courier - Local	\$30/trip	36 x 48	\$15.00 / sheet	\$33.00 / sheet
Courier - +20 miles	\$50/trip	54 x 60	\$30.00 / sheet	\$51.00 / sheet
		54 x 76	\$38.00 / sheet	\$55.00 / sheet
		54 x 96	\$50.00 / sheet	\$70.00 / sheet

THE ABOVE HOURLY RATES MAY BE INCREASED AFTER ONE (1) YEAR FROM DATE OF CONTRACT, OR APPROVED PROPOSAL.

Owner's 