

SE-240**SMALL PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION PROJECTS**

AGENCY: SC Office of Resilience

PROJECT NAME: Laurens County Stormwater Improvement Projects

PROJECT NUMBER: D30-N041-MJ

A/E NAME: KCI Technologies, Inc.

ADDRESS: 4505 Falls of Neuse Rd, Ste 400

Raleigh, NC 27609

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-240.
 - 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.
3. The Agency's Budget for the Cost of the Work: \$5,173,170.00

The Cost of the Work shall be the total cost to the Agency to construct all elements of the Project designed or specified by the A/E and shall include Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Agency. The Cost of the Work does not include the compensation of the A/E, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Agency.

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 Dr Columbia, SC 29201

TELEPHONE: 803-822-9580

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: Adam Spiller

TITLE: Vice-President

ADDRESS: 4505 Falls of Neuse Rd, Ste 400 Raleigh, NC 27609

TELEPHONE: 919-783-9214

EMAIL: adam.spiller@kci.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 the 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 foregoing.

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 Agency for the services furnished to A/E by any Consultant to the same extent as if 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. In the performance of its duties under this Contract, the A/E shall comply with the requirements of Chapter 5 of the Manual for Planning and Execution of State Permanent Improvement Projects (the "Manual").
4. The A/E shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation of site visits and inspection reports as required by the Agency to maintain a comprehensive record of the Project. The State Project Number and Name shall be shown on all documents.
5. 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.
6. Construction Documents
 - a. The A/E shall submit to the Agency and OSE for review and approval, properly completed documents in the number and form requested, additional documentation required by the Design Documents Transmittal Form and an estimate of the Cost of the Work with each submittal. The A/E shall advise the Agency of any adjustments to the estimate of the Cost of the Work and request the OSE and Agency's approval.
 - b. Based on the Agency's approval of design documents, OSE's comments, if any, and on the Agency's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Construction Documents for the Agency's approval. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
 - c. The Agency and OSE review and approval of each submittal and all documents or other matters required herein shall not relieve the A/E of their professional duty of care in the preparation of the Instruments of Service for compliance with the requirements of applicable statutes, regulations, codes, the Manual, or for design deficiencies, omission, or errors.
7. Construction Phase Services
 - a. The A/E shall provide administration of the Contract between the Agency and the Contractor as set forth in the General Conditions of the Contract for Construction.
 - b. The A/E shall advise and consult with the Agency during the Construction Phase Services. The A/E shall be responsible for the A/E's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
 - c. The A/E's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates twenty-one (21) days after the A/E issues the final Certificate for Payment.
 - d. The A/E shall visit the site at intervals appropriate to the stage of construction to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The A/E shall submit a written report to the Agency, and promptly report to the Agency (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies in the Work.
 - e. The A/E has the authority to reject Work that does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable, the A/E shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether the Work is fabricated, installed or completed.
8. Contractor Certificates for Payment
 - a. The A/E shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The A/E's certification for payment shall constitute a representation to the Agency, based on the A/E's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the A/E's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

- b. The issuance of a Certificate for Payment shall not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Agency to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9. Contractor Submittals

- a. The A/E's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness.
- b. The A/E shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- c. The A/E shall review and respond to requests for information about the Contract Documents. The A/E's response to such requests shall be made in writing with reasonable promptness. If appropriate, the A/E shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

10. Changes in the Work

- a. The A/E may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
- b. The A/E shall prepare Change Orders and Construction Change Directives, with supporting technical data and cost documentation supplied by the Contractor, for the Agency's approval and execution in accordance with the Contract Documents.

11. Project Completion

- a. As required by the project, the A/E shall:
 - i. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
 - ii. issue Certificates of Substantial Completion;
 - iii. forward to the Agency, for the Agency's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - iv. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the A/E's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- b. The A/E and the A/E's consultants and engineers shall conduct one Substantial Completion Inspection and one Final Completion Inspection. If additional inspections are required, payment to the A/E may be adjusted.
- c. When Substantial Completion has been achieved, the A/E shall inform the Agency about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

12. 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 establish the Agency's budget for the Project, including (1) the budget for the Cost of the Work; (2) the Agency's other costs; and, (3) reasonable contingencies related to these costs. The Agency shall update the Agency's budget for the Project as necessary throughout the duration of the Project until final completion. If the Agency significantly increases or decreases the Agency's budget for the Cost of the Work, the Agency shall notify the A/E of such change and of any corresponding changes in the Project's scope and quality.
- 2. The Agency shall review the A/E's documents and the estimate of Cost of the Work and shall submit its written approval to the A/E and OSE, if required.
- 3. The Agency shall provide prompt written notice to the A/E if the Agency becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the A/E's Instruments of Service.
- 4. The Agency shall include the A/E in all communications with the Contractor 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. COST OF THE WORK

1. The Agency's budget for the Cost of the Work may be adjusted throughout the Project. It is recognized, that neither the A/E nor the Agency has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the A/E cannot and does not warrant or represent that bids or negotiated prices will not vary from the Agency's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the A/E.
2. If at any time the A/E's estimate of the Cost of the Work exceeds the Agency's budget for the Cost of the Work, the A/E shall, at no additional cost, make appropriate recommendations to the Agency to adjust the Project's size, quality, or budget for the Cost of the Work, and the Agency shall cooperate with the A/E in making such adjustments.
3. If the Agency's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Agency may:
 - a. if and as permitted by applicable law, give written approval of an increase in the budget for the Cost of the Work and award the contract within the revised budget;
 - b. cancel the invitation for bids and reissue it, without change in the Project program, scope, or quality, not less than ninety (90) days after the date bids were opened;
 - c. cancel the invitation for bids and terminate this Contract in accordance with Section K;
 - d. cancel the invitation for bids; in consultation with the A/E, revise the Project program, scope, or quality as required to reduce the Cost of the Work and reissue the invitation for bids with Construction Documents so revised; or,
 - e. negotiate a contract with the lowest responsive and responsible bidder pursuant to S.C. Code Ann. § 11-35-3020(d).
4. If the Agency chooses to proceed under Section H.3.a or H.3.b, the A/E shall not receive additional compensation for the increase in budget or delay in rebidding.
5. If the lowest bona fide bid exceeds the Agency's budget for the Cost of the Work by more than ten (10) percent and Agency chooses to proceed under Section H.3.d, the A/E shall modify the Construction Documents as necessary to comply with the Agency's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or as adjusted. If the Agency requires the A/E to modify the Construction Documents because the lowest bona fide bid exceeds the Agency's budget for the Cost of the Work due to market conditions the A/E could not reasonably anticipate, the Agency shall compensate the A/E for the modifications as an Additional Service; otherwise the A/E's services for modifying the Construction Documents shall be without additional compensation and the A/E shall be responsible for all its costs associated with the redesign and rebidding of the Project, including the reproduction of revised documents and fees for any new or revised permits based on the revised plans. In any event, the A/E's modification of the Construction Documents shall be the limit of the A/E's responsibility under this Section.
6. If the lowest bona fide bid exceeds the Agency's budget for the Cost of the Work by less than ten (10) percent, and the Agency chooses to proceed under Section H.3.e, the A/E shall, without additional charge to the Agency, assist in negotiations to reduce the bid to an amount within the Agency's budget for the Cost of the Work, but not more than 10% below the Agency's budget for the Cost of the Work. In such case, the A/E shall not be entitled to additional compensation for any effort or additional work necessary to bring the contract within the Agency's budget for the Cost of the Work.

I. 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 the 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 the 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 for purposes including, but not limited to, of constructing, using, maintaining, altering and adding to the structures which are the subject of the Instruments of Service at the general location of the site of Project, and for any other use required by law. 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.

J. CLAIMS AND DISPUTE RESOLUTION

1. Both parties shall attempt to resolve disputes through good faith negotiations.
2. All disputes, claims, or controversies relating to the Contract, that cannot be resolved through good faith negotiations between the parties 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 and the State Fiscal Accountability Authority
3. A/E consents that any papers, notices, or process necessary or proper for the initiation or continuation of any 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 for the A/E's Representative 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 delivered three (3) business days after deposit, postage prepaid, in the United States mail.
4. 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 M.6, (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 M.6, (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.
5. The A/E waives all claims against the Contractor and any of the Contractor's subcontractors (at any tier) for listed damages arising out of or relating to this Contract. The 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) interest, (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 Contractor. This mutual waiver is not applicable to amounts due or obligations under Section E (Indemnification).
6. 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.

K. 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 of suspension due to a default of 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 M, if the Agency fails to make payments to the A/E as set forth in Section M 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, on computer tapes or disks. The Agency's rights to use the A/E's Instruments of Service in the event of a termination of this Contract are set forth in the Contract.

L. 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: An 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 an 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 an 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. 19-445.2180 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.

M. 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:

\$ 608,420.00

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:

\$ 43,051.00

4. When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The A/E shall be entitled to compensation in accordance with this Contract for all services performed whether or not the Construction Phase is commenced.
5. 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 [\[https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures\]](https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures). There shall be no charge for time spent in travel.
6. 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.
7. 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: 12 March 2024

A/E:

BY: 
(Signature of Representative)

PRINT NAME: Adam Spiller

PRINT TITLE: Vice-President

DATE: 2/15/2024

STATEMENT OF WORK
for
Professional Services
Between
South Carolina Office of Resilience (SCOR)
And
KCI Technologies, Inc.

This Statement of Work effective as of the date of the last signature ("**Effective Date**") is entered into by South Carolina Office of Resilience (SCOR) ("**Client**") and KCI Technologies, Inc. ("**KCI**") with regard to the project identified below ("**Project**"). Client and KCI shall collectively be referred to herein as the "**Parties**."

Project:	Laurens County Stormwater Improvement Projects (State Project #: D30-N041-MJ)
Client's Representative:	Kristin Johnson – Infrastructure Engineer
KCI's Representative:	Adam Spiller – Vice President

All services provided by the Parties on the Project shall be governed by the terms of this Statement of Work attached hereto as Exhibit A and incorporated by reference herein.

Scope of Services

KCI's scope of services, including deliverables ("**Services**"), is detailed in Exhibit A, excluding any terms and conditions provided therein.

Project Schedule

KCI shall perform the Services in accordance with the schedule ("**Project Schedule**") as detailed in Exhibit B.

Fee and Payment

KCI's fee for the Services will be a lump sum of **\$651,471** and will be invoiced monthly based on percentage of Services performed. A detailed fee breakout is shown in the table below. The lump sum fee includes direct expenses and/or charges associated with the performance of Services.

North Laurens Culverts	\$232,290.00
Wattsville Drainage	\$376,130.00
Total Directs	\$43,051.00
Total	\$651,471.00

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be duly executed. Each Party warrants and represents that its respective signatories whose signatures

appear below have been and are on the date of signature duly authorized to execute this Statement of Work.

CLIENT:

[insert Client entity]

BY:



Signature

Eric G. Fosmire

Name

Chief of Staff / General Counsel

Title

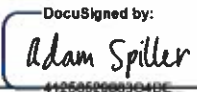
12 March 2024

Date

KCI:

KCI Technologies, Inc

BY:

DocuSigned by:

4125050003040E

Signature

Adam Spiller

Name

Vice- President

Title

2/09/2024

Date

**Exhibit A
to
Statement of Work**

Exhibit A

STATEMENT OF WORK

Project Understanding

This scope of services is based on the scope of work and deliverables outlined in the South Carolina Office of Resilience Request for Qualifications (RFQ) for Laurens County Stormwater Infrastructure Projects (State Project #: D30-N041-MJ). SCOR wishes to complete stormwater improvements for 1) Northern Laurens County along Sullivan Road and 2) Wattsville community within 365 days of receiving Notice to Proceed (NTP). This study is funded by an American Rescue Plan Act (ARPA) grant and run through SCOR's ARPA-funded Stormwater Infrastructure Program (ASIP).

The North Laurens County Sullivan Road site includes approximately 450 LF of stream restoration along a tributary to South Durbin Creek upstream of the Sullivan Road crossing and approximately 150 LF downstream. The project also includes replacement of the culverts under Sullivan and Chapman Roads, and adds green infrastructure along Sullivan Road where feasible.

The Wattsville community is a neighborhood that was established in the early 1900's. The community surrounds the old Watts Mill textile plant. The project will evaluate the existing stormwater drainage network and make improvements where feasible. Improvements include upgrading the drainage network for capacity, designing green stormwater infrastructure (GSI), public outreach, and final design plans including Operation and Maintenance manuals (O&M) for GSI features.

North Laurens County Sullivan Road

Project Location

The North Laurens County project is located in Fountain Inn, SC along South Durbin Creek and its tributary. The culvert at Chapman Road is located approximately 280 LF southeast of the intersection with Sullivan Road. The culvert at Sullivan Road is located approximately 1,200 LF northeast of the intersection with Chapman Road, just south of Bonifay Drive. The limits of stream and roadway to be surveyed and evaluated are as follows:

- Approximately 450 LF upstream of the culvert at Sullivan Road
- Approximately 150 LF downstream of the culvert at Sullivan Road
- Approximately 700 LF of Sullivan Road from the sanitary sewer pump station to Bonifay Drive
- Approximately 200 LF up and downstream of the culvert at Chapman Road
- Approximately 600 LF of Chapman Road from intersection with Sullivan Road to the east



Figure 1. North Laurens County Sullivan Road Project Area

Scope of Services

- **TASK 1 – PROJECT ADMINISTRATION, MEETINGS, AND DATA GATHERING**

- 1) Project Administration: The KCI Project Director and Project Manager will meet with SCOR / Laurens County in a manner to be responsive to the needs and schedule of the project. The following project management and administration efforts will include, but not limited to the following:

- Provide SCOR / Laurens County with weekly progress updates via email.
- Oversee the project team for conformance to the project scope, schedule and budget.

- Provide SCOR / County a minimum of two points of contact so that when questions, comments, concerns or other project needs arise, someone familiar with the project is available.
 - Update the project schedule (formally), if during the life of the project a substantial deviation in the schedule occurs. Other minor schedule updates will occur in the monthly reporting.
 - Prepare and submit via email, monthly progress reports to update the project schedule, list milestones achieved, provide current status of major tasks, support and document schedule changes, update project costs and justify proposed changes to the schedule or budget.
- 2) Kickoff Meeting: KCI will schedule a kickoff meeting to gain knowledge of the project goals, establish design criteria, and interview SCOR / County staff regarding known flooding issues, existing utilities and easements, and prior outreach with surrounding landowners. SCOR personnel will attend this meeting. This meeting will be approximately 1 hour long and will occur onsite.
 - 3) Public Outreach: KCI will reach out to property owners on both sides of the stream via email and/or phone call. KCI will attempt to gain input from property owners about known issues or drainage concerns. KCI will also explain the project goals and conceptual design with the property owners.
 - 4) Data Gathering: KCI will gather base mapping and data for the project location including but not limited to available GIS layers, record plans, environmental boundaries, and any additional information provided from the County.
- **TASK 2 – FIELD DATA GATHERING**

- 1) Preliminary Geomorphic Assessment and Jurisdictional Determination:

KCI will conduct a detailed geomorphic assessment of the project stream reaches of the tributary to South Durbin Creek that may be targeted for restoration and stabilization. This will include stream cross-sections, hydrologic analysis, analysis of existing vegetation, and analysis of the Sullivan Road culvert. At this stage, we will also identify site constraints and potential construction staging and access areas. The geomorphic assessment will establish baseline conditions for the current state of the targeted stream reaches and establish the geomorphic and hydraulic parameters that will be the basis for the restoration/stabilization designs going forward.

KCI will also conduct a delineation of wetlands, waters of the US, and relatively permanent waters within 100' offset from the proposed stream restoration reach and existing edge of pavement at the culvert replacements in accordance with methodologies outlined in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (Environmental Laboratory, 1987) and the appropriate regional supplement. Delineated boundaries will be marked with pink "wetland delineation" flagging using an alpha-numeric coding system for labeling each flag/wetland boundary point. The horizontal location of the approximate wetland boundaries will be surveyed using a Trimble PRO-XR GPS or equivalent unit at submeter accuracy.

KCI will prepare brief wetland delineation memorandum that includes all information required by the U.S. Army Corps of Engineers (USACE) Charleston District. A "Delineation Concurrence Request" will be submitted to the USACE for the site. Following submittal of the request, KCI will coordinate with the assigned USACE reviewer as needed to expedite the scheduling of a field meeting if it is required and ensure that USACE policies and timelines for review are followed.

- 2) **Hydraulic Field Visit:** Up to two (2) KCI staff members will conduct field investigations of the site, during which existing drainage features will be evaluated. The existing culverts, embankment slopes, stream banks, pipe sizes and materials, ditch features, Manning's "n" values, and drainage areas will be investigated. Photographs of the project site will be taken for the design report. KCI will attempt to speak to residents and local roadway users to obtain information regarding existing flooding or drainage issues.
- 3) **Geotechnical Investigations:** Sullivan and Chapman Roads are County-owned. Methods outlined in the 2022 SCDOT Geotechnical Design Manual (GDM) will govern the geotechnical exploration and design work, but only 2 borings will be taken at each culvert site (one upstream and one downstream).
 - **Assumptions:**
 - Culvert replacements will be open cut replacements on existing alignment.
 - Pavement design will be performed by F&ME for full depth patching and overlay at each culvert replacement.
 - A site-specific seismic response is not included in the scope of work.
 - F&ME will record the location of field test locations with GPS equipment.
 - Detours will allow for road closures during construction.
 - Private Property permissions are not required for access to soil test boring locations. All geotechnical field work will occur inside County right-of-way (ROW).
 - **Subsurface Investigations:** A preliminary exploration as contemplated in the GDM will not be performed separately, but will occur as part of the final geotechnical exploration. F&ME will submit a detailed subsurface exploration plan prior to commencement of field operations. The plan shall consist of boring test locations. Frequencies will be less than the GDM requirements, as only two (2) borings will be taken at each site (one upstream and one downstream of the culvert). The plan shall include the following items:
 - Description of the anticipated soil or rock stratification (geology);
 - Description of the proposed testing types;
 - Details of borehole abandonment (i.e. grouting, backfill and/or patch details);
 - Schedule and sequence of operations, including proposed approach to traffic control (number of days and type of traffic control);

- Tabulated summary of proposed tests, including at a minimum test type, station and offset (if applicable), latitude and longitude, depth, traffic control and ROW status;
- Anticipated number of soil samples to be collected from all testing and proposed/estimated laboratory testing; and
- Final testing locations will include the requirements for preliminary testing locations inside County ROW to assure that the entire construction area will be adequately explored. The table below is for scoping purposes only and summarizes the proposed test holes for the final subsurface investigation, final number of test and testing locations will be determined after survey.

Test Type	Number of Test Holes	Depth (ft)	Description
STB	4	30	For culvert replacements (2 at each site)

- **Rock Coring:** Rock coring may also be performed at the culvert borings if one or more borings refuses within ten (10) feet of the existing invert elevation.
- 24-hour groundwater levels will be obtained in test holes, where practical. If 24-hour groundwater levels cannot be obtained due to safety concerns, time-of-boring groundwater levels will be obtained.
- Test holes will be located in the field using GPS for approximation of latitude, longitude, elevation, and station.
- Hand clearing and mechanized clearing will not be needed to access test locations. Traffic control will be needed. It is the responsibility of F&ME to set up traffic control and request underground utilities marking by SC811 for safe access to boring locations.
- A field engineer or geologist (may be an EIT or GIT) shall be present during field exploration activities. A professional geologist or geotechnical engineer with experience in identifying rock and licensed in the state of South Carolina will perform measurements of any rock cores to allow for determination of the Geological Strength Index (GSI), the Rock Mass Rating (RMR) and other rock properties.
- **Soil Test Borings:** STBs will be advanced using hollow stem auger drilling techniques and include Standard Penetration Testing (SPT). SPTs shall be performed at 2-foot intervals in the upper 10 feet using a 24-inch split-spoon and on 5-foot intervals thereafter. Refusal is defined as drilling tool and SPT refusal (N-value of 50 blows per 1 inch).
- **Pavement Coring:** The asphalt pavement will be cored and patched in accordance with SCDOT methods. Core thickness shall be reported. F&ME assumes each boring will require pavement coring so 4 pavement cores.

- **Traffic Control:** Traffic control necessary to perform the fieldwork will be executed in accordance with the SCDOT's standards and adhere to lane closure restrictions. 2 days of traffic control are anticipated.
 - **Back Filling and Grout Seal of Test Holes:** Boreholes will be backfilled with drill cuttings, bentonite chips, or clean fill. The upper 10 feet of selected boreholes will be grouted flush with the ground surface. Cores holes in the pavement will be patched with cold patch asphalt.
 - **Final Laboratory Testing Program:** Soil samples will be sealed in appropriate containers and transported to the F&ME's accredited laboratory for index and strength tests. The scoped laboratory testing program is consistent with Chapter 4 of the GDM and is to include, as estimation, the following:
 - Natural moisture content.
 - Moisture-plasticity relationship determination (Atterberg limits).
 - Grain size analysis with wash No.200.
 - Hydrometer and grain size.
 - Rock core compressive strength.
 - Standard Proctor
 - Consolidated-Undrained Triaxial Shear test with pore pressure measurements (CU w/pp) and/or direct shear testing.
 - California Bearing Ratio (CBR) 3-point tests.
 - Corrosion Series.
 - **Final Geotechnical Engineering Report:** F&ME shall prepare a Final Geotechnical Engineering Report (FGER) in general accordance with the procedures outlined in the GDM. The FGER will be signed and sealed by a registered SC Professional Engineer and will be submitted in electronic format (pdf). The FGER is a combination of the Final Bridge Geotechnical Engineering Report (FBGER) and the Final Roadway Geotechnical Engineering Report (FRGER). The report shall include at a minimum the required items described in Sections 21.3 and 21.4 of the GDM. The appendix of the report shall include a subsurface profile for the subsurface investigations in accordance with Chapter 7 of the GDM and calculation packages for the engineering analyses performed. The report will also include Pavement Design Memo as part of the appendix of the report.
- 4) **Field Survey:** KCI will conduct a detailed topographic survey of the project area. Survey will occur on publicly owned property or on private property with the owner being notified and given permission. Survey will be limited to the project area identified above.
- KCI will notify SCOR / County a minimum of 3 days' notice before survey crews will be in the area. KCI will notify property owners of work activities and the need to access drainage easements or private property. SCOR / County will provide assistance in property owner contact.
 - **Project Control:** The land surveying horizontal datum is the North

American Datum of 1983, 2011 Epoch (NAD88, 2011). The coordinate system is South Carolina State Plane Coordinate System tied to the National Spatial Reference System (NSRS) per South Carolina SPC 83-Code 3900. The vertical datum for elevation is the North American Vertical Datum of 1988 (NAVD 88).

- The South Carolina Coordinate System will be used to define the location of survey points expressed in feet and decimals of a foot. The South Carolina Coordinate system is based upon the international foot where one inch is equal to 2.54 centimeters.
- **Control Points:** The Control Points will be established in pairs at each end of the project. The survey crews will run a traverse between the sets of GPS set control points and will have a closed traverse run between the sets of points as established. The horizontal traverse will be balanced and a level loop will be run to establish the vertical elevations at each point along the traverse and to check the GPS points relative elevations. The level loops will be balanced and the final Point Number, Northing and Easting coordinates along with the Elevation and description of each primary traverse point will be established and depicted on a map of the area from google earth as a background.
- **Sullivan Road:** The KCI surveyors shall take cross sections along the channel that crosses Sullivan Road for a distance of 450 feet in the westerly direction and for 150 feet in the easterly direction. These cross sections will include a cross sections at 25 feet, 50 feet, 100 feet and 200 feet in both directions from the drainage pipes under Sullivan Road. They will also take cross sections along Sullivan Road from the pipe crossings for approximately 325 feet in the northerly direction towards Bonifay Road and extend the cross sections for approximately 375 feet to the south towards the sewage lift station. The creek cross sections will be taken at 250-foot intervals towards the west and the roadway cross sections will be taken at fifty (50) foot intervals from the pipe crossings in the north and south directions. The cross sections will extend approximately 75 feet from the center of the roadway or from the approximate center of the creek.
- **Chapman Road:** The cross sections will extend 200 feet north and south of the roadway centerline along the approximate center of the channel the cross sections will be taken at 25 feet, 50 feet, 100 feet, and 200 feet from the roadway centerline along the creek. The roadway cross sections will be taken at 50 foot intervals for 600 feet beginning at the intersection of Sullivan Road and Chapman Road going southeasterly from there. A cross section will be taken at the approximate low dip in the road at the creek crossing. The cross sections will extend in both directions from the centerline of the road or the approximate centerline of the creek.
- **Additional Topographic Information:** Information will be obtained at the Sullivan Road and Chapman Road sites to locate existing visible or as marked out underground utility lines. This work will include location of

power poles, sanitary sewer manholes and storm drainage structures along with the culvert pipes or box culvert that may cross the roadways. Inverts on sanitary sewers and storm drains will be obtained where possible, along with a note on the material the pipe is constructed out of and the pipe diameter. Other visible utility appurtenances and mark-outs by others as found will be located identified. This may include items such as pull boxes, valve boxes, vaults and pedestals. Some miscellaneous shots along the edge of pavement and centerline along the roadway for design purposes may also be obtained while locating utilities at both locations.

- **Additional / Future Survey Tasks:** The tasks below are optional or future tasks not currently part of the scope. These will be negotiated in future task assignments once more detailed information is available.
 - **Plat Preparation for Right-of-Way Acquisition:** The amount of right-of-way / easements required is unknown at this time. After Preliminary (30%) conceptual plan approval, KCI will submit the scope and fee for this service. This work will include property corner reconnaissance and field ties of property corners will be performed, where the County may be obtaining easements for stream restoration or stormwater detention. If property corners on the subject property or adjacent properties are found, the deed and recorded plat along with the survey field data will be used to calculate the final parcel property corners and boundary lines.
 - **Descriptions and Exhibits:** KCI shall prepare exhibits and descriptions for the needed parcel easements for permanent or temporary easements once the engineers complete a review of the thirty percent design with the County. This Work will also include the work related to the research of title and record maps along with field surveying of property corners on the subject parcel or on adjacent parcels to establish the parcel corner locations and set rebar. Rebar will also be set on the permanent easement locations where they meet a property line or have an angle point.

5) Deliverables:

- Baseline Text file
- Control Coordinates
- Deed and or Plat Book information
- Final Survey File at scale of 1" = 20' in AutoCad
- State Plane Coordinates based upon NAD-83 Elevations Based upon NAVD 88 TIN (from Ground Location Survey)
- Break lines and DTM
- One (1) signed and sealed electronic copy of the Final Geotechnical Engineering Report. The electronic copy shall include a PDF version of the report and appendices (calculation packages & relevant geotechnical data from the subsurface investigations).
- Jurisdictional boundary file in GIS format

TASK 3 – UTILITY COORDINATION

1) Data Collection and Meetings:

- **Utility Records Search:** KCI will conduct a utilities records search to assist in identifying utility owners within the project area. This is typically completed by performing a site visit, contacting the One-Call notification center, and through correspondence with utility owners in the area.
- **Utility Conflict Matrix:** KCI will develop a utility conflict matrix that will highlight the utilities within the project area, the utility owner and contact information, and if there are potential conflicts. KCI will determine preliminary alignments and schedules for relocations for each utility company. KCI will provide plans depicting this information to the Utility Agent. KCI will provide SCOR / County an Excel table of this conflict matrix.
- **Utility Coordination:** KCI will schedule a kickoff meeting with all utility owners. Discussions during this meeting will include potential utility conflicts, relocation timeframes, cost responsibilities and relocation packages. KCI will provide SCOR / County minutes from this meeting. KCI will provide electronic (.dwg and .pdf) copies of the 30% design plans to the utility companies three (3) weeks prior to the kick-off meeting.

KCI will submit request letter to utility owners for plans and estimates within 10 days after the kick-off meeting.

KCI will coordinate possible conflict resolution with the design team.

- **Preliminary Utility by Others (UBOs) Permits:** KCI will determine utility relocation environmental permit needs in collaboration with Utility Owner. KCI will provide preliminary UBO plans for review.

2) Utility Authorizations: Utility relocations will be designed and performed by the Utility Owner or by Utility Owner consultant. KCI will coordinate with Utility Owners in the development of their Utility Relocation Packages (URP). KCI will review the URP from the Utility Owner and determine reimbursement eligibility for utilities with conflicts, and obtain written property right documentation.

3) Deliverables:

- Excel file of Utility Conflict Matrix
- Meeting Minutes in PDF format of Utility Coordination Kickoff Meeting

• TASK 4 – PRELIMINARY (30%) DESIGN

- 1) Design Criteria: KCI will prepare a memorandum outlining the design criteria for the project prior to beginning 30% design. KCI will submit this to SCOR / County for approval.
- 2) Hydraulic & Drainage Design: South Durbin Creek and the tributary are located within a FEMA Zone A; therefore, it is assumed that no existing hydraulic model is available for the project location.

A hydrologic study using TR-55 methodologies or USGS regression equations will be used to develop peak discharges for modeling purposes on South Durbin Creek and the tributary. This will include computing the drainage areas to the existing culverts at Sullivan and Chapman Roads. Peak flows developed using these methodologies will be calibrated based on anecdotal evidence gathered during the site visit.

A hydraulic study utilizing HEC-RAS will be used to model proposed culvert and stream restoration alternatives. KCI will design up to two (2) culvert alternatives for each crossing. The alternatives will be presented to SCOR / County in the form of a technical memorandum that includes comparative Benefits-Costs-Analyses (BCAs).

KCI will investigate the feasibility of roadside bioswales along Sullivan Road. A maximum of four (4) bioswales will be investigated on the four quadrants around the culvert crossing. Bioswales will be limited to the existing right-of-way and will avoid utility impacts. Preliminary design for the bioswales will include preliminary grading and typical sections for inclusion to the overall 30% design plans.

- 3) Natural Channel Design: KCI will prepare 30% stream conceptual design plans that will include stream structural details, typical cross-sections (as applicable), and any proposed planform or floodplain grading extents over the topographic base map provided by survey. The extent of the design will be dependent on participation from the landowner on the upstream side of Sullivan Road.
- 4) Roadway Design: KCI will prepare 30% Roadway Plans for the project. It is anticipated that the project will include pavement and shoulder repair, pipe culvert replacement and possible guardrail installation. Preliminary plans will be developed using the *Laurens County Code of Ordinances, Chapter 32, Article 3 and 2021 SCDOT Roadway Design Manual*. Preliminary plans will be developed to scale. Preliminary plans will include title sheet, typical section sheets, horizontal plan sheets, vertical profile plan sheets, and cross-section sheets.
- 5) NEPA Review: The KCI environmental team anticipates preparing a Categorical Exclusion (CE) document for the Sullivan Road project. KCI will follow the guidelines set forth in *SCOR's NEPA Environmental Review Guidance for SCOR ASIP Projects* document for preparing the CE. Environmental Analysis activities would be conducted at a level consummate with the requirements of the document type, including:

- Section 106 coordination with the State Historic Preservation Office (SHPO) to determine presence of cultural resources and whether field survey is required.
 - Wetlands/Water Quality
 - Threatened and Endangered Species and Migratory Bird assessments
- 6) Meetings: The KCI project manager and appropriate design staff will conduct one (1) virtual meeting with SCOR / County to discuss the preliminary design alternatives.
- 7) Deliverables:
 - Design Criteria Memorandum in PDF format
 - 30% Design Plans in PDF format
 - Hydraulic Design Memo with up to two (2) alternatives and associated BCAs in PDF format
 - Categorical Exclusion (CE) document (PDF format)
- **TASK 5 – 60% DESIGN AND PERMITTING**
 - 1) Hydraulic and Drainage Design: Once the preferred culvert alternative is selected, KCI will complete the hydraulic design for each crossing. Final hydraulic design will include skew, grade point and slope determination, headwall and wingwall layout including proposed grading. Design requirements will follow *SCDOT Requirements for Hydraulic Design*. KCI will provide a sealed hydraulic design report including background data, site photographs and a summary of hydraulic performance. KCI will provide culvert plan and profiles to be included in the 60% design plans.

KCI will finalize the roadway drainage design plans for the bioswales. KCI will provide grading plans, planting plans, profiles and typical sections for the bioswales. Details for structural elements will be included in the 60% design plans.
 - 2) Natural Channel Design: KCI will prepare 60% design plans based on comments and modifications from the 30% conceptual design for the stream reaches proposed for restoration or stabilization. The 60% plans will include further updates and refinement of stream structures and typical cross-sections as well as the stream planform, profile, and planting plan.
 - 3) Roadway Design: KCI will respond to comments provided by SCOR / County during the 60% design phase. Plans will be developed using the *Laurens County Code of Ordinances, Chapter 32, Article 3 and 2021 SCDOT Roadway Design Manual*. 60% plans will include title sheet, typical section sheets (with curb details if required and pavement design), ROW Data Sheet (with obtains and permissions), Property Strip Map, horizontal plan sheets (including location of NPDES limits and pedestrian accommodations), vertical profile plan sheets, and cross-section sheets. Submittals will include applicable computations, and supporting data recommended in the Design Manual.

Once the layout of the preferred culvert alternative is selected, KCI will prepare the Transportation Management Plan (TMP) with the staging concept and the following identified: temporary pavement locations, off-site detour route, and constructability issues.

- 4) Erosion Control: KCI will provide perimeter erosion control design and culvert sequence of construction / dewatering plan for the construction of both culvert locations. The perimeter erosion control design will address all phases of construction, including clearing and grubbing phase through final grading. Erosion control standards, details and designs will conform to SCDHEC standards and guidance.
- 5) Permitting: KCI will prepare the Stormwater Pollution Prevention Plan (SWPPP) and documentation for submittal to SCDHEC. The SWPPP will include final limits of disturbance acreage and necessary documentation.

KCI will also prepare a Pre-Construction Notification and permit package to fulfill obligations for Sections 404 and 401 of the Clean Water Act through the USACE and SCDHEC. It is assumed the project will qualify for a nationwide permit (NWP); any change in permit type beyond a NWP may require Additional Work. KCI assumes that no stream or wetland mitigation will be required and has included no coordination or costs for mitigation.

6) Deliverables:

- 60% Design Plans in PDF format
- Final Hydraulic Design Report in PDF format
- Supporting documentation and computations in digital format
- Updated BCAs for preferred alternative (PDF format).
- SWPPP submittal for SCDHEC and supporting documentation (PDF format)
- USACE 404/401 Permit Application and supporting documentation (PDF format)

• **TASK 6 – 90% DESIGN**

- 1) Hydraulic and Drainage Design: KCI will complete the hydraulic design for each crossing. Final hydraulic design will include skew, grade point and slope determination, headwall and wingwall layout including proposed grading. Design requirements will follow *SCDOT Requirements for Hydraulic Design*. KCI will provide a sealed hydraulic design report including background data, site photographs and a summary of hydraulic performance. KCI will provide culvert plan and profiles to be included in the 90% design plans.

KCI will finalize the roadway drainage design plans for the bioswales. KCI will provide grading plans, planting plans, profiles and typical sections for the bioswales. Details for structural elements will be included in the 90% design plans.

- 2) Natural Channel Design: KCI will develop the final 90% stream restoration plans including stream structural details, typical cross-sections, quantities and grading extents, stream plan view and profile sheets, and planting plan.
 - 3) Roadway Design: KCI will respond to comments provided by SCOR / County during the 90% design phase. Plans will be developed using the *Laurens County Code of Ordinances, Chapter 32, Article 3 and 2021 SCDOT Roadway Design Manual*. 90% plans will include title sheet, Summary of Estimated Quantities, General Construction Notes, typical section sheets, ROW Data Sheet (with obtains and permissions), Property Strip Map, horizontal plan sheets, vertical profile plan sheets, cross-section sheets, Pavement Marking and Signage Plans. Submittals will include applicable computations, and supporting data recommended in the *Design Manual*. KCI will prepare the final TMP for submission with the 90% design plans.
 - 4) Erosion Control: KCI will update minor changes to perimeter erosion control design and culvert sequence of construction / dewatering plan for the construction of both culvert locations based on comments received from SCOR / County and SCDHEC.
 - 5) Right-of-Way and Easements: KCI will assist the County with the necessary coordination with adjacent landowners to allow for construction of the project. KCI anticipates up to three easements with three separate landowners for the stream and BMP components and ROW for up to four separate landowners for the two culverts.
 - 6) Benefit-Cost Analysis: All projects funded by the American Rescue Plan Act (ARPA) and administered through SCOR, are required to be accompanied by a benefit-cost analysis (BCA) using FEMA-approved methodologies and tools to evaluate the project's cost effectiveness. Utilizing the latest version of the FEMA BCA Toolkit (currently Version 6.0), KCI will develop a BCA for this project upon completion of the 90% Design Task. KCI will develop and input the appropriate data including project costs, benefits, and demographics (as appropriate) according to the methodology set forth in the Toolkit and will generate a BCA Report for the North Laurens County Sullivan Road project.
 - 7) Deliverables:
 - 90% Design Plans in PDF format
 - Final Hydraulic Design Report in PDF format
 - Supporting documentation and computations in digital format
 - Standard Project BCA Report from the latest Version of the FEMA BCA Toolkit (in PDF Format)
- **TASK 7 – FINAL PLANS, O&M MANUALS, BID DOCUMENTS, BIDDING**
 - 1) Construction Plans: KCI will prepare construction plans. The construction plans will include details of structures to be installed, proposed profiles and cross sections, and plan view depictions of the proposed grading. The plans will also

include erosion control plans to maintain SCDHEC compliance. A planting plan will also be included to stabilize any disturbed areas with native vegetation. Specifications will be created that will fulfill the needs of the construction bid process.

KCI will provide SCOR / County a digital PDF and up to three (3) sets of half size (11" X 17") construction plans and specifications. Upon reviewing the plans, KCI will attend one (1) virtual meeting with SCOR / County to discuss any comments. With the response to comments letter, KCI will submit three sealed half size (11" X 17") sets of construction plans, one (1) PDF copy of the sealed engineer's estimate, one (1) PDF copy of the required bid documents and specifications, and one (1) PDF write-protected copy of sealed construction plans.

- 2) Operation & Maintenance Manuals: KCI will provide Operation and Maintenance (O&M) manuals for the bioswales and other Green Stormwater Infrastructure (GSI) devices within the project limits. The O&M manual will highlight common maintenance issues, inspection frequencies, triggers for maintenance, disposal of materials and inspection checklists.
- 3) Construction Documents / Bid Administration: The construction bidding will be through the formal bid process.
 - **Cost Estimate:** Following approval of the final construction plans, KCI will prepare and submit a project construction estimate, with line item detail, in PDF format.
 - **Bid Package:** Based upon the approval of final construction plans, KCI will prepare a complete project bid package suitable for use in bidding and letting the project for construction. The project bid package will be prepared in accordance with SCOR / County established guidelines. KCI will conduct an internal quality control review prior to submission of the bid package.
 - **Advertisement / Bid / Award:** Upon review and approval of the project by SCOR / County, KCI will provide support to SCOR / County in advertising the project. KCI will provide bid packages to contractors upon their request and place plans in public plan rooms for general review. A pre-bid meeting will be held on the project site to inform contractors of unique requirements and answer questions regarding the project. Bids will be received and opened in accordance with SCOR / County procedures. KCI will review the bids, verify contractor compliance with bid requirements, and make a recommendation for contract award to SCOR / County. Upon approval of contract award, KCI will process the required contract documents and initiate the construction phase of the project.
- 4) Deliverables:
 - One (1) PDF of sealed draft construction plans.
 - Three (3) half-sized copies of draft construction plans.
 - Final sealed Hydraulic Design Report in PDF format.

- Supporting documentation and computations in digital format.
 - Three (3) half-sized copies of final construction plans.
 - One (1) write-protected sealed copy of final construction plans in PDF format.
 - One (1) PDF of sealed final engineer's estimate
- **TASK 8 – CONSTRUCTION ENGINEERING AND INSPECTION**
- 1) Construction Administration / Oversight: During the construction phase, KCI will conduct a pre-construction meeting, maintain logs of weekly construction activities, provide weekly inspection of erosion control devices, document quantities, review and process certificate for payments, conduct a final project inspection meeting, and a final project acceptance meeting (after construction is complete). KCI will then complete the Final Report for the project.

KCI will provide an owner's agent to facilitate the implementation of the project in accordance with SCOR / County standards. For the purpose of preparing this proposal and associated fee, KCI has estimated that the project construction period will consist of 80 working days (16 five-day work weeks).

The owner's agent will be on-site a minimum of twice a week during the construction phase for a period not to exceed sixteen (16) weeks. The agent will assist in efficient and successful construction of the project. KCI understands that the intent of this owner's agent is to clarify project design plans and specifications, to resolve discrepancies between field conditions and design plans, to provide quality assurance of the contractor's work and identify contractor errors and omissions, verify material quantities utilized in the implementation of the project, and process required documents. KCI will provide weekly updates to SCOR / County for the duration of construction. KCI will coordinate site closeout with the contractor and documentation is complete. A warranty inspection will occur one (1) year after the completion of the project.
 - 2) Letter of Map Revision: KCI will prepare a Letter of Map Revision (LOMR) for submittal to FEMA based on the final as-built survey. The selected contractor will be responsible for providing the final as-built survey in Microstation or AutoCAD format. KCI will review the as-built survey and compare it to the original design. Only minor changes of less than 0.5 feet in the final modeled 100-year water surface elevations are included in the scope. If the final as-builts result in greater than 0.5-foot change in water surface elevations, the time to correct the model will be considered "Additional Work". KCI will address one (1) round of comments from FEMA.
 - 3) Deliverables:
 - 16 Weekly project updates during construction
 - One (1) Final Report after construction is complete in PDF format
 - Warranty inspection one (1) year after project completion.

- Final LOMR Submittal with supporting documentation to FEMA (in digital format)

- **ASSUMPTIONS, EXCLUSIONS, AND CAVEATS**

The following assumptions were made in preparing the above scope of services and associated estimated fee:

- 1) Subsurface Utility Exploration is not required.
- 2) Structural design will not be required for the culvert replacements.
- 3) Two on-site meetings with the agency representatives are included. Additional meetings, if required, will be on an hourly basis.
- 4) No on-site mitigation or purchase of any mitigation credits is included in this scope.
- 5) SCDHEC NPDES permit will be required. A maximum permitting fee of \$2000 is included in the scope. Scope includes addressing two (2) rounds of comments from SCDHEC. Additional comment beyond this will constitute "Additional Work".
- 6) No FEMA Conditional Letter of Map Revision submission has been included (CLOMR); a Letter of Map Revision (LOMR) will be submitted to FEMA following a final as-built and project completion. Selected contractor will provide the final as-built survey to be used.
- 7) If deviations in the final as-built survey result in variations in the original modeled 100-year water surface elevations, the required time to revise the model and supporting documentation for the LOMR will be considered "Additional Work".
- 8) KCI will not be responsible for any delays due to regulatory agency review periods that extend beyond their typical timeframes.
- 9) Unless already covered in this scope, no Environmental Analysis will be performed regarding land use, farmlands, cultural resources, section 4(f)/6(f), parks and recreational areas, social and economic conditions, possible resident or business displacements, environmental justice, air quality, wetlands/water quality, threatened and endangered species survey and migratory bird assessment.
- 10) It is assumed that no historical or archaeological field survey is required, unless otherwise required by SHPO, which will be considered "Additional Work."
- 11) It is assumed that all drainage structures will be precast and any roadway repairs will be pavement patching. Unless otherwise specified, KCI does not anticipate any concrete or asphalt testing will be required. If materials testing is required, it will be considered "Additional Work".
- 12) The selected contractor will be responsible for as-built surveys and drawings.
- 13) KCI will respond to up to twenty (20) Requests for Information (RFIs) from the selected contractor.

Wattsville Community

Project Location

The Wattsville project is located in Watts Mills, SC. The neighborhood surrounds the abandoned Watts Mill textile plant. The project is bounded by US 221, Watts Avenue, Gallon Street, and Setzier Road. The project area is approximately 0.23 square miles.

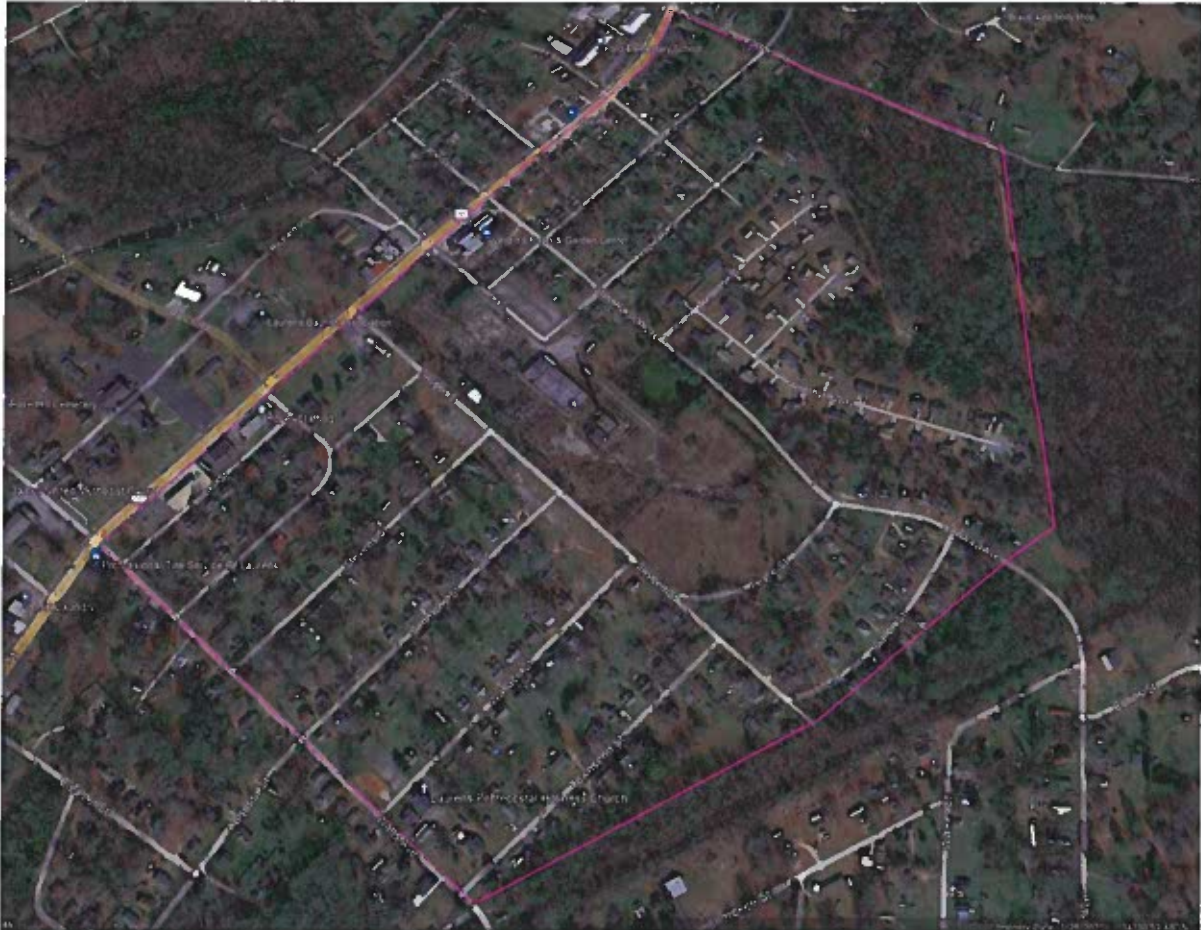


Figure 2. Wattsville Community Project Area

Scope of Work

- **TASK 1 – PROJECT ADMINISTRATION, MEETINGS, AND DATA GATHERING**
 - 1) Project Administration: The KCI Project Director and Project Manager will meet with SCOR / Laurens County in a manner to be responsive to the needs and schedule of the project. The following project management and administration efforts will include, but not limited to the following:
 - Provide SCOR / Laurens County with weekly progress updates via email.
 - Oversee the project team for conformance to the project scope, schedule and budget.

- Provide SCOR / County a minimum of two points of contact so that when questions, comments, concerns or other project needs arise, someone familiar with the project is available.
 - Update the project schedule (formally), if during the life of the project a substantial deviation in the schedule occurs. Other minor schedule updates will occur in the monthly reporting.
 - Prepare and submit via email, monthly progress reports to update the project schedule, list milestones achieved, provide current status of major tasks, support and document schedule changes, update project costs and justify proposed changes to the schedule or budget.
- 2) Kickoff Meeting: KCI will schedule a kickoff meeting to gain knowledge of the project goals, establish design criteria, and interview SCOR / County staff regarding known flooding issues. SCOR personnel will attend this meeting. This meeting will be approximately 1 hour long and will occur onsite. KCI will send up to two (2) staff and will lead this meeting.
 - 3) Public Outreach: KCI will produce materials to facilitate the public meeting. The goal of the public outreach is to provide residents with information related to the project, seek input from them and to provide information related to general stormwater issues. KCI will develop a questionnaire and dashboard to seek input from residents regarding their experiences with flooding within the County and to document the location of flooding, frequency of flooding, and the extent to which it may occur. The Questionnaire and dashboard link will be provided for public access, and the questionnaire will be hosted on KCI's services for up to 45 days of implementation. The firm will develop both hard copies and digital format (using Survey 123) for the public questionnaire. All public meeting materials will be produced in both English and Spanish.
 - 4) Public Meeting: KCI will conduct one (1) public meeting to allow the Wattsville residents to identify areas with flooding or stormwater drainage concerns. This information will be used to target specific sites within the project area. KCI will provide Spanish translators for the public meeting. KCI will coordinate the meeting with County staff. The County will be responsible for providing the venue and will coordinate invitations to community members. SCOR personnel will attend the meeting.
 - 5) Deliverables:
 - Public Outreach materials (both hard copy and PDF format)
 - Questionnaire results memorandum summarizing findings from public meeting in PDF format.
- **TASK 2 – FIELD DATA GATHERING**
 - 1) Site Assessment and Jurisdictional Determination: KCI will conduct a delineation of wetlands, waters of the US, and relatively permanent waters at existing stormwater outfalls within the public ROW and 100' offset from the proposed project tie-outs in accordance with methodologies outlined in the U.S. Army

Corps of Engineers (USACE) Wetland Delineation Manual (Environmental Laboratory, 1987) and the appropriate regional supplement. Delineated boundaries will be marked with pink “wetland delineation” flagging using an alpha-numeric coding system for labeling each flag/wetland boundary point. The horizontal location of the approximate wetland boundaries will be surveyed using a Trimble PRO-XR GPS or equivalent unit at submeter accuracy.

KCI will prepare brief wetland delineation memorandum that includes all information required by the U.S. Army Corps of Engineers (USACE) Charleston District. A “Delineation Concurrence Request” will be submitted to the USACE for the site. Following submittal of the request, KCI will coordinate with the assigned USACE reviewer as needed to expedite the scheduling of a field meeting if it is required and ensure that USACE policies and timelines for review are followed.

- 2) Hydraulic Field Visit: Up to two (2) KCI staff members will conduct field investigations of the site, during which existing drainage features will be evaluated. The existing drainage structures, pipe sizes and materials, ditch features, Manning’s “n” values, and drainage areas will be investigated. Photographs of the project site will be taken for the design report. KCI will attempt to speak to residents and local roadway users to obtain information regarding existing flooding or drainage issues.
- 3) Geotechnical Investigations: The Wattsville Community is a mixture of SCDOT and County-owned. Methods outlined in the 2022 SCDOT Geotechnical Design Manual (GDM) will govern the geotechnical exploration and design work inside the SCDOT Right-of-Way (ROW). The services outlined below will be used for field exploration, laboratory testing, and engineering analysis / reporting. Generally, a higher level of exploration and design will occur for any work inside the SCDOT ROW versus outside the SCDOT ROW.
 - The following design standards will apply for work inside the SCDOT ROW:
 - 2007 SCDOT Standard Specifications for Highway Construction, with latest interims;
 - SCDOT Standard Supplemental Specifications and Special Provisions;
 - SCDOT Geotechnical Design Manual, 2022;
 - SCDOT Geotechnical Design Bulletins;
 - SCDOT Geotechnical Drawings and Details, latest versions;
 - SCDOT Bridge Design Memorandum to RPG Structural Engineers and Design Consultants, issued after April 2006;
 - SCDOT “Seismic Design Specifications for Highway Bridges”, 2008, Version 2.0; with latest interims;
 - AASHTO LRFD Bridge Design Specifications, 8th Edition, with latest interims;
 - SCDOT Pavement Design Guidelines, 2008
 - KCI and subconsultant, F&ME Consultants, Inc, (F&ME) will use engineering judgement normally applied to municipal and

commercial work to establish testing frequency and engineering analysis for work outside the SCDOT ROW.

- **Assumptions:**
 - Pavement design will be performed by F&ME for full depth patching and overlay at each culvert replacement.
 - A site-specific seismic response is not included in the scope of work.
 - F&ME will record the location of field test locations with GPS equipment.
 - Detours will allow for road closures during construction.
 - Private Property permissions are not required for access to soil test boring locations. All geotechnical field work will occur inside County right-of-way (ROW).
- **Subsurface Investigations:** A preliminary exploration as contemplated in the GDM will not be performed separately, but will occur as part of the final geotechnical exploration. F&ME will submit a detailed subsurface exploration plan prior to commencement of field operations. The plan shall consist of boring test locations. Frequencies will likely be less than the GDM requirements. The plan shall include the following items:
 - Description of the anticipated soil or rock stratification (geology);
 - Description of the proposed testing types;
 - Details of borehole abandonment (i.e. grouting, backfill and/or patch details);
 - Schedule and sequence of operations, including proposed approach to traffic control (number of days and type of traffic control);
 - Tabulated summary of proposed tests, including at a minimum test type, station and offset (if applicable), latitude and longitude, depth, traffic control and ROW status;
 - Anticipated number of soil samples to be collected from all testing and proposed/estimated laboratory testing; and
 - Final testing locations will include the requirements for preliminary testing locations inside County ROW to assure that the entire construction area will be adequately explored. The table below is for scoping purposes only and summarizes the proposed test holes for the final subsurface investigation, final number of test and testing locations will be determined after survey.

Test Type	Number of Test Holes	Depth (ft)	Description
STB	15	3	Pavement Cores

- **Pavement Coring:** The asphalt pavement will be cored and patched in accordance with SCDOT methods. Core thickness shall be reported. F&ME assumes 15 pavement cores are required for the Wattsville community.
- **Traffic Control:** Traffic control necessary to perform the fieldwork will be executed in accordance with the SCDOT's

standards and adhere to lane closure restrictions. 2 days of traffic control are anticipated.

- **Back Filling and Grout Seal of Test Holes:** Boreholes will be backfilled with drill cuttings, bentonite chips, or clean fill. The upper 10 feet of selected boreholes will be grouted flush with the ground surface. Cores holes in the pavement will be patched with cold patch asphalt.
 - **Final Laboratory Testing Program:** Soil samples will be sealed in appropriate containers and transported to the F&ME's accredited laboratory for index and strength tests. The scoped laboratory testing program is consistent with Chapter 4 of the GDM and is to include, as estimation, the following:
 - Natural moisture content.
 - Moisture-plasticity relationship determination (Atterberg limits).
 - Grain size analysis with wash No.200.
 - Hydrometer and grain size.
 - Rock core compressive strength.
 - Standard Proctor
 - Consolidated-Undrained Triaxial Shear test with pore pressure measurements (CU w/pp) and/or direct shear testing.
 - California Bearing Ratio (CBR) 3-point tests.
 - Corrosion Series.
 - **Final Geotechnical Engineering Report:** F&ME shall prepare a Final Geotechnical Engineering Report (FGER) in general accordance with the procedures outlined in the GDM. The FGER will be signed and sealed by a registered SC Professional Engineer and will be submitted in electronic format (pdf). The FGER is a combination of the Final Bridge Geotechnical Engineering Report (FBGER) and the Final Roadway Geotechnical Engineering Report (FRGER). The report shall include at a minimum the required items described in Sections 21.3 and 21.4 of the GDM. The appendix of the report shall include a subsurface profile for the subsurface investigations in accordance with Chapter 7 of the GDM and calculation packages for the engineering analyses performed. The report will also include Pavement Design Memo as part of the appendix of the report.
- 4) Field Survey: KCI will conduct a detailed topographic survey of the project area. Survey will occur on publicly owned property or on private property with landowner approval. Survey will be limited to the project area identified above. Work is intended to occur primarily within the County Right-of-Way. Survey data will not be collected in the utility alleys between roads. If after preliminary (30%) design, it is determined that stormwater infrastructure is feasible within the utility alleys the required survey will be considered Additional Work.
- KCI will notify SCOR / County a minimum of 3 days' notice before survey crews will be in the area. KCI will notify property owners of work activities and the need to access drainage easements or private property. SCOR / County will provide assistance in property owner contact.

- **Project Control:** The land surveying horizontal datum is the North American Datum of 1983, 2011 Epoch (NAD88, 2011). The coordinate system is South Carolina State Plane Coordinate System tied to the National Spatial Reference System (NSRS) per South Carolina SPC 83-Code 3900. The vertical datum for elevation is the North American Vertical Datum of 1988 (NAVD 88).
 - The South Carolina Coordinate System will be used to define the location of survey points expressed in feet and decimals of a foot. The South Carolina Coordinate system is based upon the international foot where one inch is equal to 2.54 centimeters.
 - We anticipate having to set approximately 80 Control points around the project limits and throughout the site. To obtain design grade elevations level loops will be run through each control point and closed to assure vertical closure.
- **Topographic and Planimetric Surveys:** KCI will conduct topographic and planimetric surveys in the roadway and alley right of way and extend the topographic work for approximately five feet past the right of way to assure proper tie between the design and the existing grade. This work will include Setzler Road, Long Street, Amethyst Way, Beattie Street, Sirrine Street, Swagert Street, Conway Avenue, Watts Avenue, and Turner Street. The work will also include corridors for Lucas Avenue (SC121), South Lucas Street, Wright Street, Stevens Street, Simmons Street, Wallace Street, Townsend Street, Smythe Street, Copland Street, Jesse Street, Gallon Street, Turquoise Drive and Alexander Court, along with the fifteen alley ways between the street. This totals up to approximately 46 acres of roadway area. This topographic surveying and mapping does not include the raw undeveloped land or the existing mill site property which is approximately 88 acres in area. In any tree wooded areas included in this project area, only the outer edge of the outermost tree canopies will be located and shown individual trees in wooded areas will not be located. In the developed areas where roadways are constructed the approximate centerline of the street will be located along with the top back of curb, the flow line and the edge of pavement at the curb or curb and gutter. Where curbs are not present the approximate centerline of the roadway will be located along with the edge of pavement, the gravel shoulder if any exists and the edge of the top of slope of the ditch or roadway swale. The flowline of the swale or ditch will be located along with the outer top of the slope and any slope changes in the side slopes of the ditch will be located along with ground shots beyond the ditch to a point at minimum five feet beyond the right of way. The back of sidewalks will be located where they exist.
- KCI will locate existing visible utility appurtenances including but not limited to such as power poles, vaults, transformers pads, pull boxes, valve boxes. The crews will locate SUE underground utility paint marks as lines located by others. They will also locate the existing storm drain inlets and manholes, top of grate or top of frame and cover where possible. The

inverts on the storm drain pipes and the material they are constructed will be obtained. The same information will be obtained on sanitary sewer manholes where possible to do so. There will be periodic inaccessible manholes and inlets on both the sanitary sewer and storm drains system due to being paved over, being locked or being force mains where the manhole cannot be opened. KCI will request the County to help and remove the pavement or coordinate when a manhole can be opened if it is related to a force main. Inaccessible structures will require coordination between the KCI survey Crew Chief and the City Project Manager of their designated public works person to have the inaccessible structures made accessible to obtain survey data if possible. The KCI survey crews will follow the onsite pipe system to its' outfall point or to one manhole beyond the project limits whichever occurs first. As the survey crews are obtaining the planimetric and topographic data they will locate any easily found property corners and indicate the found corners on the topographic mapping. This work will not include providing a full boundary survey of all parcels, but only a general check on the approximate right of way and overall blocks where possible to do so. Creek cross sections are not part of the land surveying work included in this proposal.

- **Plat Preparation for Right-of-Way and Easement Acquisition:** At this time, the amount of right-of-way and easements required is unknown. After Preliminary (30%) conceptual plan approval, KCI and their subconsultant will submit the scope and fee for this service.

5) Deliverables:

- Baseline Text file
- Point file
- Control Coordinates
- Deed/Plat Book
- DTM
- Final Survey File at scale of 1" = 20' in Microstation or AutoCad
- Local Coordinates
- TIN (from Ground Location Survey)
- Vertical Clearance of overhead utilities within corridor
- Jurisdictional boundary file in GIS format
- One (1) signed and sealed electronic copy of the Final Geotechnical Engineering Report. The electronic copy shall include a PDF version of the report and appendices (calculation packages & relevant geotechnical data from the subsurface investigations).

- **TASK 3 – UTILITY COORDINATION**

1) Data Collection and Meetings:

- **Utility Records Search:** KCI will conduct a utilities records search prior to surveying to assist in identifying utility owners within the project area. This is typically completed by performing a site visit, contacting the One-

Call notification center, and through correspondence with utility owners in the area.

- **Utility Conflict Matrix:** KCI will develop a utility conflict matrix that will highlight the utilities within the project area, the utility owner and contact information, and if there are potential conflicts. KCI will determine preliminary alignments and schedules for relocations for each utility company. KCI will provide plans depicting this information to the Utility Agent. KCI will provide SCOR / County an Excel table of this conflict matrix
- **Utility Coordination:** KCI will schedule a kickoff meeting with all utility owners. Discussions during this meeting will include: potential utility conflicts, relocation timeframes, cost responsibilities and relocation packages. KCI will provide SCOR / County minutes from this meeting. KCI will provide electronic (.dwg and .pdf) copies of the 30% design plans to the utility companies three (3) weeks prior to the kick-off meeting.

KCI will submit request letter to utility owners for plans and estimates within 10 days after the kick-off meeting.

KCI will coordinate possible conflict resolution with the design team.

- **Preliminary Utility by Others (UBOs) Permits:** KCI will determine utility relocation environmental permit needs in collaboration with Utility Owner. KCI will provide preliminary UBO plans for review.
- 2) **Utility Authorizations:** Utility relocations will be designed and performed by the Utility Owner or by Utility Owner consultant. KCI will coordinate with Utility Owners in the development of their Utility Relocation Packages (URP). KCI will review the URP from the Utility Owner and determine reimbursement eligibility for utilities with conflicts, and obtain written property right documentation.
 - 3) **Deliverables:**
 - Excel file of Utility Conflict Matrix
 - Meeting Minutes in PDF format of Utility Coordination Kickoff Meeting

- **TASK 4 – PRELIMINARY (30%) DESIGN**

- 1) **Design Criteria:** KCI will prepare a memorandum outlining the design criteria for the project prior to beginning 30% design. KCI will submit this to SCOR / County for approval.
- 2) **Drainage Design:** KCI will investigate the feasibility incorporating small Green Stormwater Infrastructure (GSI) into the current right-of-way. KCI will model the existing drainage network and develop conceptual design plans. Preliminary plans will be shown in GIS plan view with callouts highlighting the proposed improvements. KCI will prepare a design memorandum that includes applicable design calculations, standard details and other relevant documentation. KCI will

develop preliminary BCAs with associated conceptual cost estimates for the improvements.

- 3) Roadway Design: KCI will investigate signage and study traffic needed to review turning the frontage streets into one-way with street parking and prepare 30% Roadway Plans for the project. It is anticipated that the project will include pavement and shoulder/curb repair and pipe culvert replacement. Preliminary plans will be developed using the *Laurens County Code of Ordinances, Chapter 32, Article 3 and 2021 SCDOT Roadway Design Manual*. Preliminary plans will be developed to scale. Preliminary plans will include title sheet and typical section sheets (to supplement drainage plan sheets by others).
- 4) NEPA Review: The KCI environmental team anticipates preparing an Environmental Assessment (EA) document for the Watts Mill locations. KCI will follow the guidelines set forth in *SCOR's NEPA Environmental Review Guidance for SCOR ASIP Projects* document for preparing the EA. Environmental Analysis activities will include:
 - Section 106 coordination with the State Historic Preservation Office (SHPO) to determine presence of cultural resources and whether field survey is required.
 - Wetlands/Water Quality
 - Threatened and Endangered Species and Migratory Bird Assessments
 - Environmental Justice analysis
 - Air Quality analysis,
 - Social and Economic Conditions
 - Land use analysis including farmlands and parks/rec areas,
- 5) Meetings: The KCI project manager and appropriate design staff will conduct one (1) virtual meeting with SCOR / County to discuss the preliminary design alternatives.

KCI's Project Manager and Outreach coordinator will lead up to two (2) two-hour design workshops with SCOR / County staff and Watts ville residents. The County will be responsible for providing the venue and will coordinate invitations to community members. KCI will prepare materials and educational handouts for the workshop. Materials will include maps and conceptual drawings of proposed alternatives. KCI will develop an educational presentation highlighting the benefits of the proposed project alternatives. Materials will be developed in both English and Spanish. KCI will provide the meeting materials to SCOR/County for review prior to the meeting. KCI will provide Spanish translators for both workshops.

- 6) Deliverables:
 - Design Criteria Memorandum in PDF format
 - 30% Design Plans in PDF format

- Hydraulic Design Memo with conceptual design layouts and associated BCAs in PDF format
- Public Outreach materials (both hard copy and PDF format)
- Environmental Assessment (EA) document (PDF format)

• **TASK 5 – 60% DESIGN AND PERMITTING**

- 1) Hydraulic and Drainage Design: Once the preferred alternatives are selected, KCI will complete the hydraulic design for the neighborhood. Hydraulic design will include location, type, size, material, rim and invert elevations, and pipe profiles with hydraulic grade lines for the proposed drainage improvements. Proposed GSI features will include location, type, planting plans, plan view, profile view and typical cross sections. Drainage features will be included in the roadway design plans.

Design requirements will follow *Laurens County Code of Ordinances, Chapter 32, Article 3* and SCDOT Requirements for Hydraulic Design. KCI will provide a sealed hydraulic design report including background data, site photographs and a summary of hydraulic performance.

- 2) Roadway Design: KCI will respond to comments provided by SCOR / County during the 60% design phase. Plans will be developed using the *Laurens County Code of Ordinances, Chapter 32, Article 3* and 2021 SCDOT Roadway Design Manual. 60% plans will include title sheet, typical section sheets (with curb details and pavement design), ROW Data Sheet (with obtains and permissions), Property Strip Map, horizontal plan sheets (by others) will be supplemented with NPDES limits and pedestrian accommodations). Submittals will include applicable computations, and supporting data recommended in the Design Manual.

Once the layout of the preferred culvert alternative is selected, KCI will prepare the Transportation Management Plan (TMP) with the staging concept and the following identified: temporary pavement locations, off-site detour route, and constructability issues.

- 3) Erosion Control: KCI will provide perimeter erosion control design for the proposed alternates. The perimeter erosion control design will address all phases of construction, including clearing and grubbing phase through final grading. Erosion control standards, details and designs will conform to SCDEHC standards and guidance.
- 4) Permitting: KCI will prepare the Stormwater Pollution Prevention Plan (SWPPP) and documentation for submittal to SCDHEC. The SWPPP will include final limits of disturbance acreage and necessary documentation.

If needed, KCI will also prepare a Pre-Construction Notification and permit package to fulfill obligations for Sections 404 and 401 of the Clean Water Act through the USACE and SCDHEC. It is assumed the project will qualify for a

nationwide permit (NWP); any change in permit type beyond a NWP may require Additional Work. KCI assumes that no stream or wetland mitigation will be required and has included no coordination or costs for mitigation.

5) Deliverables:

- 60% Design Plans in PDF format
- Final Hydraulic Design Report in PDF format
- Supporting documentation and computations in digital format
- SWPPP submittal for SCDHEC and supporting documentation (PDF format)

• **TASK 6 – 90% DESIGN**

1) Hydraulic and Drainage Design: KCI will complete the hydraulic design for the final alternatives. Final hydraulic design will include location, type, size, material, rim and invert elevations, and pipe profiles with hydraulic grade lines for the proposed drainage improvements. Design requirements will follow *Laurens County Code of Ordinances, Chapter 32, Article 3 and SCDOT Requirements for Hydraulic Design*, KCI will provide a sealed hydraulic design report including background data, site photographs and a summary of hydraulic performance. Proposed GSI features will include location, type, planting plans, plan view, profile view and typical cross sections. Details for GSI elements will be included in the 90% design plans.

2) Roadway Design: KCI will respond to comments provided by SCOR / County during the 90% design phase. Plans will be developed using the *Laurens County Code of Ordinances, Chapter 32, Article 3 and 2021 SCDOT Roadway Design Manual*. 90% plans will include title sheet, Summary of Estimated Quantities, General Construction Notes, typical section sheets, ROW Data Sheet (with obtains and permissions), Property Strip Map, Pavement Marking and Signage Plans. Submittals will include applicable computations, and supporting data recommended in the *Design Manual*.

KCI will prepare the final TMP for submission with the 90% design plans.

3) Erosion Control: KCI will provide perimeter erosion control design for the proposed alternates. The perimeter erosion control design will address all phases of construction, including clearing and grubbing phase through final grading. Erosion control standards, details and designs will conform to SCDEHC standards and guidance.

4) Right-of-Way and Easements: This will follow in a separate scope and fee once right-of-way and easement requirements are known.

5) BCA Analysis: All projects funded by the American Rescue Plan Act (ARPA) and administered through SCOR, are required to be accompanied by a benefit-cost analysis (BCA) using FEMA-approved methodologies and tools to evaluate the project's cost effectiveness. Utilizing the latest version of the FEMA BCA Toolkit (currently Version 6.0), KCI will develop a BCA for this project upon completion

of the 90% Design Task. KCI will develop and input the appropriate data including project costs, benefits, and demographics (as appropriate) according to the methodology set forth in the Toolkit and will generate a BCA Report for the Wattsville Community project.

6) Deliverables:

- 90% Design Plans in PDF format
- Final Hydraulic Design Report in PDF format
- Supporting documentation and computations in digital format
- Standard Project BCA Report from the latest Version of the FEMA BCA Toolkit (in PDF Format)

• **TASK 7 – FINAL PLANS, O&M MANUALS, BID DOCUMENTS, BIDDING**

- 1) Construction Plans: KCI will prepare construction plans. The construction plans will include details of structures to be installed, proposed profiles and cross sections, and plan view depictions of the proposed grading. The plans will also include erosion control plans to maintain SCDHEC compliance. A planting plan will also be included to stabilize any disturbed areas with native vegetation. Specifications will be created that will fulfill the needs of the construction bid process.

KCI will provide SCOR / County a digital PDF and up to three (3) sets of half size (11" X 17") construction plans and specifications. Upon reviewing the plans, KCI will attend one (1) virtual meeting with SCOR / County to discuss any comments. With the response to comments letter, KCI will submit three sealed half size (11" X 17") sets of construction plans, one (1) PDF copy of the sealed engineer's estimate, one (1) PDF copy of the required bid documents and specifications, and one (1) PDF write-protected copy of sealed construction plans.

- 2) Operation & Maintenance Manuals: KCI will provide Operation and Maintenance (O&M) manuals for the bioswales and other Green Stormwater Infrastructure (GSI) devices within the project limits. The O&M manual will highlight common maintenance issues, inspection frequencies, triggers for maintenance, disposal of materials and inspection checklists.

- 3) Construction Documents / Bid Administration: The construction bidding will be through the formal bid process.

- **Cost Estimate:** Following approval of the final construction plans, KCI will prepare and submit a project construction estimate, with line item detail, in PDF format.
- **Bid Package:** Based upon the approval of final construction plans, KCI will prepare a complete project bid package suitable for use in bidding and letting the project for construction. The project bid package will be prepared in accordance with SCOR / County established guidelines. KCI

will conduct an internal quality control review prior to submission of the bid package.

- **Advertisement / Bid / Award:** Upon review and approval of the project by SCOR / County, KCI will provide support to SCOR / County in advertising the project. KCI will provide bid packages to contractors upon their request and place plans in public plan rooms for general review. A pre-bid meeting will be held on the project site to inform contractors of unique requirements and answer questions regarding the project. Bids will be received and opened in accordance with SCOR / County procedures. KCI will review the bids, verify contractor compliance with bid requirements, and make a recommendation for contract award to SCOR / County. Upon approval of contract award, KCI will process the required contract documents and initiate the construction phase of the project.

4) Deliverables:

- One (1) PDF of sealed draft construction plans.
- Three (3) half-sized copies of draft construction plans.
- Final sealed Hydraulic Design Report in PDF format.
- Supporting documentation and computations in digital format.
- Three (3) half-sized copies of final construction plans.
- One (1) write-protected sealed copy of final construction plans in PDF format.
- One (1) PDF of sealed final engineer's estimate
- 16 Weekly project updates during construction
- One (1) Final Report after construction is complete in PDF format
- Warranty inspection one (1) year after project completion.

• **TASK 8 – CONSTRUCTION ENGINEERING AND INSPECTION**

- 1) Construction Administration / Oversight: During the construction phase, KCI will conduct a pre-construction meeting, maintain logs of weekly construction activities, provide weekly inspections of erosion control devices, document quantities, review and process certificate for payments, conduct a final project inspection meeting, and a final project acceptance meeting (after construction is complete). KCI will then complete the Final Report for the project.

KCI will provide an owner's agent to facilitate the implementation of the project in accordance with SCOR / County standards. For the purpose of preparing this proposal and associated fee, KCI has estimated that the project construction period will consist of 80 working days (16 five-day work weeks).

The owner's agent will be on-site a minimum of **twice a week** during the construction phase for a period not to exceed sixteen (16) weeks. The agent will

assist in efficient and successful construction of the project. KCI understands that the intent of this owner's agent is to clarify project design plans and specifications, to resolve discrepancies between field conditions and design plans, to provide quality assurance of the contractor's work and identify contractor errors and omissions, verify material quantities utilized in the implementation of the project, and process required documents. KCI will provide weekly updates to SCOR / County for the duration of construction. KCI will coordinate site closeout with the contractor and documentation is complete. A warranty inspection will occur one (1) year after the completion of the project.

2) Deliverables:

- 16 Weekly project updates during construction
- One (1) Final Report after construction is complete in PDF format
- Warranty inspection one (1) year after project completion.

• **ASSUMPTIONS, EXCLUSIONS, AND CAVEATS**

The following assumptions were made in preparing the above scope of services and associated estimated fee:

- 1) Subsurface Utility Exploration is not required.
- 2) Structural design will not be required.
- 3) Two on-site meetings with the agency representatives are included. Additional meetings, if required, will be on an hourly basis.
- 4) No on-site mitigation or purchase of any mitigation credits is included in this scope.
- 5) SCDHEC NPDES permit will be required. A maximum permitting fee of \$2000 is included in the scope. Scope includes addressing two (2) rounds of comments from SCDHEC. Additional comment beyond this will constitute "Additional Work".
- 6) Due to the project not being located in a FEMA regulatory floodplain, we have not included any FEMA coordination or modeling.
- 7) KCI will not be responsible for any delays due to regulatory agency review periods that extend beyond their typical timeframes.
- 8) Unless already covered in this scope, no Environmental Analysis will be performed regarding land use, farmlands, cultural resources, section 4(f)/6(f), parks and recreational areas, social and economic conditions, possible resident or business displacements, environmental justice, air quality, wetlands/water quality, threatened and endangered species survey and migratory bird assessment.
- 9) It is assumed that no historical or archaeological field survey is required, unless otherwise required by SHPO, which will be considered "Additional Work."
- 10) It is assumed that all drainage structures will be precast and any roadway repairs will be pavement patching. Unless otherwise specified, KCI does not anticipate any concrete or asphalt testing will be required. If materials testing is required, it will be considered "Additional Work".

- 11) The selected contractor will be responsible for as-built surveys and drawings.
- 12) Questionnaire will be developed utilizing ESRI's Survey123 platform, and will include a dashboard for public data entry, approval of responses, and report export.
- 13) GIS data management, feature class editing, geodatabase editing for storm water assets is not included in the task.
- 14) Traffic Counts are not anticipated to support traffic design of one way travel lanes on frontage streets (i.e, Local Streets bearing SW to NE).

Additional Work

Experience indicates that certain additional items of work may be required, or necessary which KCI cannot presently determine or estimate. Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his contractors. They may also be caused by reviewing agency or Client variance/deviation from present policies and standards of reviewing governmental agencies. "Additional Work" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Scope, all such descriptions are intended to be encompassed within the term "Additional Work".

**Exhibit B
to
Statement of Work**

ID	Task Name	Start	Finish	2025	2026
1	Data Gathering and Preliminary (30%) Design	Fri 3/1/24	Thu 5/30/24		
2	NTP, Kickoff & Stakeholder Meeting	Fri 3/1/24	Fri 3/1/24		
3	Public Meeting #1	Fri 3/15/24	Fri 3/15/24		
4	Field Surveys & Stream Walks*	Fri 3/1/24	Thu 4/11/24		
5	Existing Conditions Modeling and Level of Service Analyses	Fri 3/22/24	Thu 4/18/24		
6	Alternatives Modeling & 30% Design	Fri 4/12/24	Thu 5/23/24		
7	Preliminary BCA and OPC	Fri 5/24/24	Thu 5/30/24		
8	Preliminary (30%) Design Submittal	Thu 5/30/24	Thu 5/30/24		
9	60% Design and Plans	Fri 5/31/24	Fri 8/23/24		
10	Respond to 30% SCOR & City of Rock Hill Comments	Fri 6/14/24	Thu 6/20/24		
11	Utility Relocation Plans	Fri 5/31/24	Thu 8/22/24		
12	60% Design Plans, BCA and OPC	Fri 6/21/24	Thu 8/22/24		
13	Public Meeting #2	Fri 8/23/24	Fri 8/23/24		
14	SWPPP & Permits Submittal	Fri 8/23/24	Fri 8/23/24		
15	60% Design Submittal	Fri 8/23/24	Fri 8/23/24		
16	Final (90%) Design Plans, Bid Documents & RFC Plans	Mon 8/26/24	Tue 5/6/25		
17	Respond to 60% SCOR & City of Rock Hill Comments	Mon 9/9/24	Fri 9/13/24		
18	Permit Approval**	Mon 12/30/24	Fri 1/10/25		
19	Final (90%) Design Plans	Mon 9/16/24	Fri 10/25/24		
20	Bid Documents	Mon 10/28/24	Fri 11/8/24		
21	Operation and Maintenance Manuals	Mon 8/26/24	Fri 9/13/24		
22	Right-of-Way and Property Acquisition	Mon 8/26/24	Fri 2/7/25		
23	Final (90%) Design Submittal, BCA, OPC and Bid Documents	Fri 11/8/24	Fri 11/8/24		
24	Respond to 90% SCOR & City of Rock Hill Comments	Mon 11/25/24	Fri 11/29/24		
25	RFC Plans and Bid Documents***	Tue 1/21/25	Tue 1/21/25		
26	Pre-Bid Meeting	Tue 3/25/25	Tue 3/25/25		
27	Bid Opening & Contract Award	Tue 5/6/25	Tue 5/6/25		
28	Construction Management & Project Closeout	Wed 5/7/25	Tue 6/30/26		

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Baseline

Baseline Milestone

Baseline Summary

Progress

Manual Progress

Project: Project Schedule - Laur

Date: Fri 2/9/24

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Finish-only

External Tasks

External Milestone

Deadline

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Baseline Milestone

Baseline Summary

Progress

Manual Progress

Project: Project Schedule - Wat

Date: Fri 2/9/24

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From: [Kendrick, Pamela](#)
To: [Johnson, Kristin](#); [Leah M. Young](#); [Adam Spiller](#)
Cc: [Webb, Shauna](#)
Subject: RE: [External] RE: ARPA: Laurens County: Stormwater Improvement Projects
Date: Wednesday, February 21, 2024 1:37:58 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hi All,

Just a quick point of clarification on the email below and a follow-up to the conversation I just had with Leah. Both Laurens projects are being funded with ARPA funds through the ARPA-funded Stormwater Infrastructure Program (ASIP) but, the projects have individual ASIP award amounts and expenses for each project must be tracked separately.

Leah provided the following breakdown of the direct costs in a previous email:

The \$43,051 for directs include travel expenses for the field crews (mileage, lodging and meals), permitting fees for NEPA, DHEC and FEMA plus \$20,000 for the Geotechnical borings for both N Laurens and Wattsville.
Further breakdown is below:

Travel Expenses	\$ 6,711.00
Lodging	\$ 1,200.00
Per Diem	\$ 2,430.00
Field Equipment Usage	\$ 300.00
Permitting Fees*	\$ 12,500.00
Geotech	\$ 20,000.00
Total	\$ 43,051.00

*Includes NEPA, DHEC & FEMA LOMR Fees

Based on my conversation with Leah today, KCI and SCOR will split the \$43,051 in direct costs evenly across both projects - \$21,525.50 of the direct costs noted above for Wattsville, and \$21,525.50 of the direct costs noted above for North Laurens County Culverts. If the percentage of the \$43,051 in direct costs allocated to each project needs to be adjusted in the future, we can do so at that time.

Thanks all,
Pam



Pam Kendrick

Environmental & Infrastructure Program Manager
South Carolina Office of Resilience
632 Rosewood Drive, Columbia, SC 29201
(803) 354-3281

scor.sc.gov



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From: Johnson, Kristin <Kristin.Johnson@scor.sc.gov>
Sent: Friday, February 16, 2024 3:13 PM
To: Leah M. Young <Leah.M.Young@kci.com>; Adam Spiller <Adam.Spiller@kci.com>
Cc: Kendrick, Pamela <Pamela.Kendrick@scor.sc.gov>; Webb, Shauna <Shauna.Webb@scor.sc.gov>
Subject: RE: [External] RE: ARPA: Laurens County: Stormwater Improvement Projects

Thank you for the document. As we move forward with the approval process there are a few things that I want to put on your radar for next steps.