

## SE-235 PROFESSIONAL INCIDENTAL SERVICES CONTRACT

**AGENCY:** South Carolina Office of Resilience

**PROJECT NAME:** Town of Pamplico Stormwater Study

**PROJECT NUMBER:** D30-N002-MJ

**A/E NAME:** Kimley-Horn

**ADDRESS:** 200 South Tryon Suite 200

Charlotte, NC 28202

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

### A. CONTRACT DOCUMENTS

1. Documents forming a part of this contract are, in order of precedence:
  - a. This Contract, SE-235.
  - b. A/E Proposal describing services to be provided for this project, the associated hourly billing rates for the A/E and the A/E Consultants, and the projected Reimbursable items.
  - c. Supplemental Conditions, attached if applicable.
  - d. The following other documents:
    - Attachment A - Scope of Work
    - Attachment B - Fees & Schedule
2. The contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

### B. REPRESENTATIVES

#### 1. Agency's Representatives

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

**NAME:** Eric Fosmire

**TITLE:** Chief of Staff & General Counsel

**ADDRESS:** 632 Rosewood Drive, Columbia, SC

**TELEPHONE:** 803-822-9580

**FAX:** 803-771-2887

**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:** Ben Taylor

**TITLE:** Vice President

**ADDRESS:** 200 South Tryon Street, Suite 200, Charlotte, NC 28202

**TELEPHONE:** 704-319-5694

**FAX:** N/A

**EMAIL:** benjamin.taylor@kimley-horn.com

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

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

**C. A/E RESPONSIBILITIES**

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

**D. INSURANCE**

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

**E. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

#### **I. TERMINATION OR SUSPENSION**

1. Agency Right of Suspension:
  - a. The Agency may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Agency. The A/E shall be compensated for services performed prior to notice of such suspension, except in the event the suspension was due to a default by the A/E.
  - b. When the Work, in whole or in part, is resumed, the remaining amount payable to the A/E may be equitably adjusted to reflect reasonable costs actually incurred by the A/E due to delay or interruption resulting from such suspension.
  - c. If the suspension exceeds ninety (90) consecutive days, the A/E's fees for the remaining services and the time schedules shall be equitably adjusted.
2. Agency Right of Termination:
  - a. Termination for Cause: If the A/E defaults, persistently fails or neglects to perform the services in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the A/E. If the A/E fails to cure such default, failure, or neglect within ten (10) days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract.
  - b. Termination for Convenience: The Agency may, for its convenience, terminate all or any portion of the Work or terminate this Contract by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the A/E for those services actually performed before the date of termination. No payments shall be made for services not actually performed, and no payment shall be made or due for lost profits for portions of the services not actually performed.
3. A/E Right of Termination:
  - a. The A/E may terminate the contract if Work is stopped through no fault of the A/E, or other persons performing work either directly or indirectly for the A/E, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a declared National emergency which requires the Work to be stopped.
  - b. Agency Failure to Make Payment: Subject to the Agency's right to withhold payments pursuant to Section K, if the Agency fails to make payments to the A/E as set forth in Section K and any other applicable provisions of the Contract Documents, the A/E may, upon fourteen (14) days prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all services performed, including reasonable overhead, profit and damages applicable to the services performed through the date thereof.
4. In the event of suspension or termination for convenience, upon request of Agency and payment of all fees pursuant to this Section, A/E shall promptly provide Agency with all documents, completed or in progress on the date of termination, in electronic format. The Agency's rights to use the A/E's Work Product in the event of a termination of this Contract are set forth in the Contract.

#### **J. MISCELLANEOUS PROVISIONS**

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

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

## **K. COMPENSATION**

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

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

**\$ 200,000.00**

### **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:

**\$ TBD**

### **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:

**\$ Included**

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

**AGENCY:**

BY:   
(Signature of Representative)

PRINT NAME: Benjamin I. Duncan, II

PRINT TITLE: Chief Resilience Officer

DATE: 11/10/2021

**A/E:**

BY:   
(Signature of Representative)

PRINT NAME: Benjamin Taylor

PRINT TITLE: Vice President

DATE: 11/8/2021



HENRY D. MCMASTER, *Governor*  
BENJAMIN I. DUNCAN II, *Chief Resilience Officer*

## **ATTACHMENT A**

### **Scope of Work for Town of Pamplico Stormwater Study State Project # D30-N002-MJ**

#### **PROJECT UNDERSTANDING**

This scope of services is based on the scope of work and deliverables outlined in the Request for Qualifications (RFQ) dated June 29, 2021 and includes modifications discussed during the in person scoping meeting that occurred on September 13, 2021. SCOR wishes to complete a stormwater study for the Town of Pamplico, SC within 270 days of receiving notice to proceed. The study is funded by a US Housing and Urban Development (HUD) Community Development Block Grant-Mitigation (CDBG-MIT) grant and is intended to identify flooding issues, conduct an assessment of existing stormwater systems, develop and prioritize projects, and establish an implementation strategy for the identified projects.

#### **SCOPE OF SERVICES**

Kimley-Horn will provide the services set forth below.

#### **TASK 1: PROJECT ADMINISTRATION AND MEETINGS**

This task includes providing SCOR with weekly progress updates via email and monthly in person or virtual progress review meetings at the SCOR office in Columbia, SC.

#### **TASK 2: DATA GATHERING AND ANALYSIS**

This task includes the following:

- A. Gathering available information related to stormwater issues within the Town limits including information on historic flooding. Data gathering includes obtaining available information such as GIS data and previously completed models. Kimley-Horn will also gather information related to South Carolina Department of Transportation (SCDOT) for the current and planned transportation improvement projects, existing hydraulics unit data within the vicinity of the Town of Pamplico, as well as all other potential sources of data located within the Town and County offices, to include, but not limited to water facilities, public works departments, and river gauges.
- B. Public outreach to include a workshop with a Town of Pamplico municipal official, a public meeting, and stakeholder involvement for which Kimley-Horn will prepare the following:
  - Project Mailer: The mailer will be produced to introduce the project to the public and advertise the public meeting.
  - Questionnaires: A questionnaire will be developed to seek input from the Town's citizens regarding their experiences with flooding within the Town and to document the location of the flooding, how often it occurs, and the extent to which it may occur.

- Project Webpage: A project webpage will be developed and hosted by Kimley-Horn. The webpage will be used to post project updates, milestones, schedules, meeting information, and provide a forum for submitting questionnaires digitally. The webpage is assumed to be hosted for the life of the project, approximately 270 days
- C. One (1) workshop with Town officials and staff and one (1) public meeting. Kimley-Horn will coordinate the workshop with municipal officials and staff as well as the public meeting.
1. Workshop: SCOR personnel will attend the workshop. Kimley-Horn will inform the Town of the goals of the planning project and seek information related to known flooding issues. The workshop will last approximately 2 hours, will be located in the Town of Pamplico, and will be “drop-in” style.
  2. Public Meeting: The goal of the public meeting will be to provide the Town’s citizens with information related to the project, seek input from them, and to provide information related to general stormwater issues. Kimley-Horn will prepare hard copy maps and digital input methods so that the Town citizens can fill out questionnaires and report flooding issues. Up to three (3) Kimley-Horn staff will attend the meeting and the meeting will last approximately 4 hours.
- D. Standard Operation Procedure (SOP) and Database: Kimley-Horn will prepare a SOP for collecting and storing information in a GIS database. Using the agreed upon SOP, Kimley-Horn will create a GIS database that will include the information gathered in Task 1 and the feedback obtained in Task 2 above. The database will be updated with survey information and the observed field inventory of the Town’s stormwater infrastructure that is anticipated to include size, material, location, elevation, and a visual assessment of condition. A photograph of each inventoried item will be collected and included in the GIS database. An initial visual reconnaissance of existing stormwater infrastructure will be performed by Kimley-Horn to identify existing stormwater infrastructure that was not known or included in the available data obtained in Task 1. The reconnaissance will occur on publicly owned property or on private property with prior approval from the landowner.

Ervin Engineering is a consultant to Kimley-Horn and will perform the survey and mapping to be included in the database. It is anticipated that the survey will focus on the areas of known or reported flooding as a priority.

1. Field Survey Specifications

- a. Survey data collection will be limited to information needed to support modeling included in this Scope of Services.
- b. Data collection will be to survey grade accuracy and includes:
  - 1) Elevations will meet the posted standards of the SC VRS network
  - 2) All survey work shall be “Class A” surveying standard and performed in compliance with the Standards of Practice for Land Surveying in South Carolina as defined for GIS surveys
  - 3) The horizontal datum is NAD 83/2011
  - 4) The coordinate system is State Plane South Carolina 3200
  - 5) The vertical datum is NAVD 88
  - 6) The unit of measurement is the US International Feet
- c. If the Consultant cannot resolve Difficult Access Structure issues, the Town or SCOR will assist in resolving *Difficult Access Structures* on this project
- d. The Town or SCOR will be responsible to notify property owners of work activities and the need to access drainage easements or private property



**E. Stormwater Utility System Mapping**

1. If, during stormwater data collection, the A/E's field crews observe odors, sheens, or potential illicit discharges, the A/E will notify the SCOR within the same business day, if possible, but no later than 24 hours from the time of observation. Additionally, if the A/E's field crews observe dry weather flows, the Consultant will record the location of the dry weather flow and report it to SCOR. SCOR will notify the appropriate entity within 24 business hours.
2. **Open Channel Cross Sections (Major Systems)**  
The A/E will utilize FEMA cross section data, if appropriate and relatively recent, for hydraulic modeling purposes. Where FEMA cross section data does not exist or requires augmentation, the A/E will obtain field survey data consisting of 6-point cross sections (left overbank, left top of bank, left bottom of bank, right bottom of bank, right top of bank, right overbank). Cross sectional information outside the limits of the 6-point sections will be based on the best available information (GIS topography, DEMs, etc.). Channel lining and bed type will also be collected. For areas with no FEMA cross-sectional data, the A/E will collect cross-sections approximately every 200-300 feet (average) and upstream/downstream of stream all crossings.
3. **Bridges**  
Bridges requiring survey for modeling purposes will include dimensional and elevation data as necessary for accurately modeling backwater effects on the hydraulic model. Bridge data will include shots parallel to the road representing the road overtopping elevation, bridge deck thickness, location and height of railing, pier location and dimensions, and underlying channel and abutment dimensions and elevations.
4. **Culverts**  
Culverts at stream crossings will be characterized by two pipe ends with properties to be collected. Sufficient dimensional and elevation data will be collected to accurately model backwater effects of culverts within the *Primary System*. Pipe ends will be connected with a Civil 3D pipe object or linework representing the culvert footprint if Civil 3D cannot accommodate the specific configuration. Multi-barrel culverts shall include two pipe ends for each barrel. Additionally, culverts will include 5 ground shots representing the overtopping profile of the above road/train embankment as follows: one directly above the culvert, 25 and 50 feet up-station of the original shot, and 25 and 50 feet down-station of the original shot.
5. **Dams and Impoundments**  
None included in this project at this time.
6. **Open Channel Cross Sections (Ditches)**  
A typical single channel measurement (top width, bottom width, depth, and liner type) will be measured. The channel length and horizontal location will be digitized from best available data (aerial photography, GIS topography, etc.) and the channel measurement will be inferred onto the digitized line as representation of the entire channel length. Channel longitudinal slope will be estimated based on best available information (preferably by using elevational data from upstream/downstream bounding structures).
7. **Closed System Structures**  
Closed systems will consist of a variety of types of structures and will be collected. Structure types include catch basins, drop inlets, junction boxes, pipe ends, slab top inlets, underground pipe junctions, and yard inlets. Properties to be collected include structure type; structure dimensions;

unique structure ID number; x and y coordinates; structure elevation; depth of structure; pipe in/out sizes, materials, and invert elevations; and obstruction assessment. In the case of pipe ends, information regarding the end treatment will also be collected (headwall, mitered, flared end section, stub, etc.).

8. Closed System Pipes

Pipes which connect closed system structures will be located and included in field survey data. Pipe properties include upstream structure, downstream structure and pipe shape, size, invert elevations, slopes, and material.

9. Difficult Access (DA) Structures

There will be some structures which cannot be accessed in the field for various reasons. Access limitations could include sedimentation, debris, structure being covered or paved over, access problems, fences/security, etc. A reasonable attempt to access or locate the structure must be made. The A/E will devote approximately 5 minutes attempting to locate system structures. If accessing or locating is not possible, then an approximate location will be stored for the structure and a report provided to the Town for resolution by designated Town staff. The Town will resolve DA Structure issues. Once the structure is made accessible, the Consultant will re-visit the structure and collect the missing data.

Kimley-Horn will develop design criteria targets to determine level of service performance by each of the analyzed systems. The level of service will be defined by local design standards (if any), SCDOT design criteria, SCOR or Town input, and/or other published engineering guidelines/standards. Kimley-Horn will prepare hydrologic and hydraulic models to determine discharge values and to model the 2-, 10-, 25-, 50-, and 100-year 24-hour storm using a combination of models depending on the system that is analyzed. The hydrologic models shall include existing and future conditions, and anticipated changes in rainfall intensities. HEC-HMS, rational method, TR55, or USGS National Stream Flow Statistics will be used to model hydrology. The hydraulic modeling will utilize HEC-RAS 6.0 for riverine systems and culvert crossings that are in series. Individual culvert locations may be modeled using HY-8. Open channels may be modeled using Manning's equation or FlowMaster. Inlets, closed systems, and overland flow may be modeled using StormCAD, EPA SWMM, or similar program. Attenuation may be considered in areas where significant storage behind a large culvert embankment is assumed.

Kimley-Horn will prepare a report to document the data gathered in Task 2 and to summarize the modeling and level of service performance of the existing stormwater infrastructure. Kimley-Horn will present the findings of this task in a formal briefing to SCOR staff as part of one of the monthly meetings included in Task 1.

### TASK 3: ALTERNATIVES ANALYSIS

This task includes generating a list of priority projects and preparing alternatives analyses to provide options to improve the level of service of those systems including a sensitivity analysis to determine effects on the higher flood frequency events (if alternatives are deemed to be practical by Kimley-Horn). One alternative will include an assessment of a design that fully meets the defined design standards. Another alternative will include an assessment of a design that meets some but may not meet all the current design standards but will improve the level of service of the infrastructure to address the reported or identified flooding issue. More alternatives may include an option to improve conditions but may not meet some or all of the design standards, including a potential buyout scenario where the flooded infrastructure is removed from the

problem area.

Up to five (5) low-impact development retrofit projects may also be identified as part of the alternatives analysis. These projects are anticipated to include cistern, storage and potential reuse, structure control measures within existing impervious areas, and/or pervious pavers as options to reduce and/or treat stormwater runoff from individual sites.

Stream and/or wetland restoration potential will also be evaluated as part of the alternatives analysis which may include properties outside of the Town limits.

Kimley-Horn will prepare a report to document the methods used for the alternatives analysis, technical data, and the results of the alternatives analysis. Kimley-Horn will provide a formal briefing to SCOR staff as part of one of the monthly meetings included in Task 1.

#### TASK 4: PROJECT RECOMMENDATIONS & LMI ASSESSMENT

Based on the results of the alternatives analysis and feedback from SCOR from Task 3, Kimley-Horn will create a ranking system to prioritize projects which will include a Benefit-Cost Analysis (BCA), and assessment of the project's impacts on Low-to-Moderate Income (LMI) communities. Projects that may be eligible for other sources of funding for project implementation will be noted. An opinion of probable costs (OPCs) will be prepared for each proposed priority project. The OPC will include an estimate of real estate cost for easements (if easements are required) based on parcel tax value (if available) or as directed by SCOR. The OPC will also include an estimate of design, permitting, and construction costs. The construction costs will be generated using construction cost data from other Kimley-Horn projects, SCDOT costs, or other data provided by the Town or SCOR.

Kimley-Horn will prepare up to 5 detailed concept plans (approximately 10% level) to inform the OPC. Survey of the identified project areas may be performed and may include 1' topographic data, property corners, deed research, right-of-way, utility easements, public utilities (no sue is assumed), existing structures and their finished floor elevations, trees greater than 12" dbh, and other structures within the project area. The concept plans will include a proposed plan view and an estimate of work area including an assessment of construction access. A preliminary profile will be designed to estimate grading and the limits of disturbance for the proposed project.

Kimley-Horn will prepare two (2) to three (3) "what-if" scenarios that include realistic hypothetical situations such as potential impacts from major catastrophic events such as hurricanes or other major meteorological events.

Kimley-Horn will prepare a report to document the project ranking matrix, the results of the BCA, and LMI community assessment. Kimley-Horn will provide a formal briefing to SCOR staff as a part of one of the monthly meetings included in Task 1.

#### TASK 5: FINAL REPORT

Kimley-Horn will compile the information from Tasks 2 through 4 into a final report. The final report will include the following:

- A. Summary of known historic flooding issues within the Town.
- B. Project goals and objectives.

- C. Summary of coordination with stakeholders, including applicable agencies and/or organizations.
- D. Design criteria.
- E. Level of service definitions.
- F. Comprehensive list of all projects considered.
- G. Alternative selection criteria.
- H. Project prioritization matrix, including scoring.
- I. Recommended project list, including level of service improvements.
- J. Anticipated permitting requirements for each project.
- K. Estimated project costs.
- L. Project BCA and LMI community impact results.
- M. Qualitative and quantitative impact statement upon a LMI population for each project.
- N. List of potentially impacted properties.
- O. List of potential buyout properties.
- P. A risk assessment of each project.
- Q. A general exhibit of the proposed projects.
- R. Up to 5 detailed concept plans (approximately 10%); and
- S. A digital deliverable of the GIS database to SCOR.



HENRY D. MCMASTER, *Governor*  
BENJAMIN I. DUNCAN II, *Chief Resilience Officer*

**ATTACHMENT B**  
**Fees & Schedule**  
for  
**Town of Pamplico Stormwater Study**  
State Project # D30-N002-MJ

**ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Grant applications
- FEMA map updates or permitting
- Water quality modeling
- NPDES Phase II permitting assistance
- Additional concept design beyond identified in this scope
- Final design
- Utility locations and/or Subsurface Utility Exploration

**SCHEDULE**

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Task 1 Project Administration and Meetings
- Task 2 Existing Conditions Report – 120 days from NTP
- Task 3 Alternatives Analysis Report – 180 days from NTP
- Task 4 Project Recommendations & LMI Assessment – 240 days from NTP
- Task 5 Final Report – 270 days from NTP


**FEES AND PAYMENT**

Kimley-Horn will perform the services in Tasks 1-5 for the total lump sum labor fee of \$200,000.

Lump sum fees will be invoiced based on milestone delivery. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Milestone 1: Field Survey (20%) .....\$40,000 (20% of total)

Milestone 2: Existing Conditions Report (20%).....	\$40,000	(20% of total)
Milestone 3: Alternatives Analysis Report (10%) .....	\$20,000	(10% of total)
Milestone 4: Project Recommendations & LMI Assessment (20%) .....	\$40,000	(20% of total)
Milestone 5: Final Report .....	\$60,000	(30% of total)

Signed:  Date: 11-8-2021  
Benjamin Taylor, PE, Vice President  
Kimley-Horn