

**SE-240****SMALL PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION PROJECTS****AGENCY:** SC Office of Resilience**PROJECT NAME:** City of Rock Hill - Lige Green Street Flooding, Phase 1 and Phase 2**PROJECT NUMBER:** D30-N044-MJ**A/E NAME:** KCI Technologies, Inc.**ADDRESS:** 4505 Falls of Neuse Road, 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: \$9,450,000.00

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:** General Counsel & Chief of Staff**ADDRESS:** 632 Rosewood Drive, Columbia, SC 29201**TELEPHONE:** (803) 896-4215**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 Road, Ste 400, Raleigh, NC 27609**TELEPHONE:** (919) 783-9214**EMAIL:** Leah.M.Young@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:

\$ 258,570.00

**2. Additional Services:**

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

\$

**3. Reimbursable Expenses:**

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

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

\$

4. 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/travel-forms-and-mileage-rate>]. 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: 1 March 2024

**A/E:**

BY: 

DocuSigned by:

Adam Spiller

(Signature of Representative)

PRINT NAME: Adam Spiller

PRINT TITLE: Vice-President

DATE: 2/9/2024

**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.**"

<b>Project:</b>	<b>Rock Hill Lige Green Street Stormwater Improvement Project – Phase 1 and 2 (State Project #: D30-N044-MJ)</b>
<b>Client's Representative:</b>	<b>Shauna Webb – Infrastructure Coordinator</b>
<b>KCI's Representative:</b>	<b>Adam Spiller – Vice President</b>

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. This scope is only for the field work associated with the project listed above. An additional Statement of Work for the remaining work associated with the project will follow at a later date.

**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 below.

<b>Task</b>	<b>State Date</b>	<b>Finish Date</b>	<b>Duration</b>
Field Surveys, Geotechnical & Stream Walks	02/26/2024*	03/27/2024	30 days

\*Assumes LNTF on 02/23/2024

**Fee and Payment**

KCI's fee for the Services will be a lump sum of **\$258,570.00** 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.

Phase 1	\$110,530.00
Phase 2	\$40,030.00
Total Directs	\$108,010.00
Total	\$258,570.00

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**KCI:**

KCI Technologies, Inc  
BY:

DocuSigned by:  
  
41258529883C4DE  
\_\_\_\_\_  
Signature

Adam Spiller  
\_\_\_\_\_  
Name

Vice- President  
\_\_\_\_\_  
Title

2/5/2024  
\_\_\_\_\_  
Date

## 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 Rock Hill Lige Green Street Stormwater Improvement Project – Phase 1 and 2 (State Project #: D30-N044-MJ). SCOR wishes to complete stormwater improvements for the South Central and Flint Hill neighborhoods within 300 days of receiving Notice to Proceed (NTP). This study is funded by an American Rescue Plan Act (ARPA) grant.

The project will be broken into two phases. Phase 1 will include approximately 6,200 LF of stream improvements and the stream crossings west of Saluda Street. Phase 1 includes replacement design, stream restoration and green stormwater infrastructure. Phase 2 includes an additional 1,500 LF of stream improvements and the remaining stream crossings. The table below outlines the stream crossings as part of the project:

*Table 1. Project Crossing Locations by Phase*

Phase 1	Phase 2
Lige Street*	Saluda Avenue*
Caroll Street*	Arch Drive
Carolina Avenue*	Walnut Drive
Rich Street* / Jefferson Avenue	
Heyward Street*	
Emmett Street*	
Barber Street	

\*indicates SCDOT owned road

#### Phase 1

##### Project Location

Phase 1 is located in the City of Rock Hill, SC limits and includes the headwaters of Stony Branch and Stony Branch Tributary 3. Phase 1 includes the crossings at Lige Street, Caroll Street, Carolina Avenue, Jefferson Avenue, Heyward Street, Emmett Street and Barber Street. The project limits are approximately 6,200 LF of Stony Branch and Stony Branch Tributary 3.

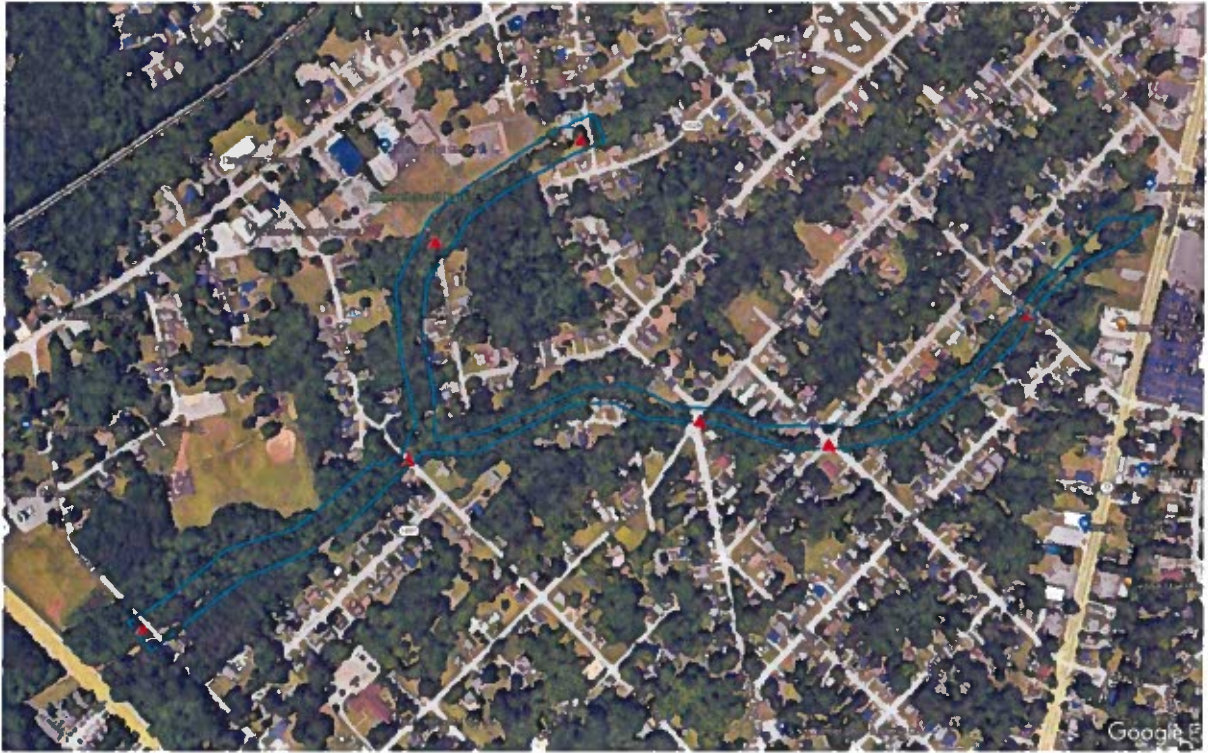


Figure 1. Phase 1 Project Limits

### Scope of Services

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

- 1) Project Administration: The KCI Project Manager and Assistant Project Manager will meet with SCOR / City of Rock Hill (City) 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 / City with weekly progress updates via email.
  - Oversee the project team for conformance to the project scope, schedule and budget.
  - Provide SCOR / City 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 / City staff and SCDOT regarding known flooding issues. SCOR personnel will attend this meeting. This meeting will be approximately 1 hour long. KCI will coordinate with the City for the meeting venue.
  - 3) Pre-Survey Public Meeting: KCI will conduct one (1) public meeting with the South Central / Flint Hill residents prior to the field work initiation. This meeting will notify residents that survey crews and geotechnical investigations will be occurring throughout the neighborhood. KCI will respond to resident questions. KCI will provide a Spanish translator for this meeting. The City will be responsible for providing the venue and will coordinate invitations to community members.
  - 4) 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 project limits 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 30 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.
    - **Questionnaire website**: KCI will develop the questionnaire in digital format (anticipated using Survey123) for integration into ArcGIS Online (AGOL) for mapping results. KCI will collect responses to the questionnaire for a period of thirty (30) days from when the questionnaire is announced to the public.
  - 5) Public Meeting: KCI will conduct one (1) public meeting to allow the South Central / Flint Hill 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 City staff. The City will be responsible for providing the venue and will coordinate invitations to community members. SCOR personnel will attend the meeting. KCI will prepare hard copies of maps and flooding questionnaire for citizens to fill out. The meeting will last up to four (4) hours and will be drop-in style.

6) 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) Preliminary Geomorphic Assessment and Jurisdictional Determination: KCI will conduct a detailed geomorphic assessment of the project stream reaches that may be targeted for restoration, stabilization, and /or floodplain benching. This will include stream cross-sections, hydrologic analysis, analysis of existing vegetation, and analysis of upstream and downstream culverts, where appropriate. At this stage, the team will also identify 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.

The stream reaches targeted for geomorphic assessment are assumed to include approximately 3,000 linear feet covering the following:

- **Lige St.** - Approximately 1,200 feet extending upstream from the Lige St Crossing to Frank St. Reach targeted for potential restoration/stabilization and floodplain benching
  - **Frank St** - Approximately 400 feet extending upstream from the Frank St Crossing. Reach targeted for potential bank stabilization.
  - **Rich & Jefferson St.** - Approximately 700 feet extending upstream from the Rich & Jefferson Intersection to Heyward St. Reach targeted for potential restoration/stabilization and daylighting.
  - **Heyward St.** – Approximately 600 feet extending upstream from the Heyward St. Crossing to Saluda St. Reach targeted for potential restoration/stabilization and floodplain benching.
- 2) Hydraulic Field Visit: Up to four (4) KCI staff members will conduct field investigations of the project crossings, during which existing drainage features will be evaluated. The existing culverts / bridges, embankment slopes, stream banks, pipe sizes and materials, ditch features, Manning's "n" values, and drainage areas will be investigated. Photographs of the site crossings 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) 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 provided notice of survey and to agree to access. The Land Surveying will be limited to the project area identified above.

- KCI will notify SCOR / City a minimum of **three (3) days'** notice before survey crews will be in the area. SCOR / City will be responsible to notify property owners of work activities and the need to access drainage easements or private property and obtain permission.
- **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 Phase 1 and Phase 2 Control Points will be established in pairs at each end of the project phase. The survey crews will run a traverse between the set of GPS primary control points and will have a closed traverse run between the primary 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. There will also be a P, N, E, Z, D text file created for the control points.
- **Topographic and Planimetric Features:** KCI will conduct topographic and planimetric surveys in the corridor described above to produce survey base mapping. The KCI survey crews will provide locations of underground gravity sanitary sewer and storm drains based upon the visible found utility structures. This will include obtaining existing manhole rim and inlet or catch basin top of grate and top of curb elevations at curb inlets and flowline elevations. This work will also include pipe inverts, pipe sizes, and pipe material, for lines within the stream corridor and only if they are accessible or made accessible by the City Maintenance or Public Works Department. Other found visible utilities exposed in box culvert areas or in bridge areas will be also located. This work will include miscellaneous shots adjacent to the creeks, locations where streets are crossed to locate curb and gutter, along with bituminous berms that may exist or areas where recent grading has occurred along with the location of houses and other structures that are

within 75 feet of the creek centerline. The ground will be located at specific spots to build a detailed Digital Terrain Model with break lines and one-foot contours to help the engineers with their design.

- **Stream Cross Sections:** KCI will obtain field survey data consisting of between eight and ten (8 and 10)-point cross sections (one or two points on the left overbank, left top of bank, left bottom of bank, change in grade of bank slope if there is one approximate channel centerline, approximate channel low point, right bottom of bank, change in grade of bank slope if there is one, right top of bank, one or two points at right overbank area). The cross sections will extend for approximately 75 feet in each direction from the approximate centerline of the stream. At this time cross sectional information outside the limits of the surveyed sections will be based on the best available information. (GIS topography, DEMs, etc.). Channel lining and bed type will also be collected.

KCI will collect stream cross sections at the following intervals for the culvert / bridge stream crossings:

- 25, 50, 100, and 200 LF upstream and downstream of a pipe culvert, box culvert or bridge along with a profile on the approximate centerline of the roadway for a distance of one hundred feet each direction from the centerline of the stream along the roadway. In addition, a cross sections will be taken at the approximate center between two roadway crossings along the stream centerline or one section per five hundred feet on longer streams.
- **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 and their subconsultant, TELICS, 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 City may be obtaining a parcel for stormwater retention/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 personnel 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 City. This Work will also include the work related to the research of title and record map 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.

- **Additional Topographic and Planimetric:** Mapping of parcels or a portion of a large parcel that will be used for retention or detention along with any proposed grading beyond the normal channel limits.
  - **Additional Stream Topography:** The limits of the proposed stream restoration work is unknown at this time. After 30% design, KCI will reevaluate the available survey and determine if additional surveyed cross sections are required to complete the design. The additional survey will be considered “Additional Work”.
- 4) **Geotechnical Exploration:** The roads within the project area are a mix of SCDOT owned and City / County owned roads. 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 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, 8<sup>th</sup> 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:** The following assumptions have been made to facilitate the development of the scope of services:
  - 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 and the bridge approach;
  - A site-specific seismic response analysis is not contemplated in this scope of work;
  - F&ME will record the location of field test locations with GPS equipment;
  - Detours will allow for road closures during construction;
  - The existing Carroll Street bridge is 30-feet long and it will be replaced on the existing alignment. It is anticipated that the new bridge will be a single-span, the grade of the new bridge will match the existing, and the bridge may get longer but will remain single-span;
  - The proposed bridge on Carroll Street will consist of 1 span, 2:1 end slopes and no retaining walls at bridge abutments;
  - Private property permissions are not required for access to soil test boring locations. All geotechnical field work will occur inside SCDOT, County and/or City ROW.
- **Final Subsurface Investigation:** The geotechnical exploration will be performed in a single exploration for both Phase 1 and Phase 2. 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 shall submit for approval, a detailed subsurface exploration plan prior to the commencement of field operations. The plan shall consist of boring test locations and frequencies in accordance with the GDM for work inside SCDOT ROW. Boring test frequencies outside SCDOT ROW will likely be less than 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;

- Plans (Bridge Preliminary plans and/or ROW Roadway plans with proposed drainage) with the location of the proposed tests (CADD generated);
- 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 SCDOT 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 and/or Preliminary Bridge Plans

*Table 2. Boring Test Hole*

Test Type	Number of Test Holes	Depth (ft)	Description
STB	4	100	For bridge end bents (One boring will be cased for downhole shear wave velocity readings)
STB	2	50	For bridge approaches
STB	16	30	For culvert replacements (6 culverts in SCDOT ROW including 3 borings at Saluda Avenue and 3 culverts outside SCDOT ROW)

- **Rock Coring:** Rock coring will be performed at each bridge end bent boring that refuses above the target boring termination depth. A minimum of ten (10) feet of rock coring will be performed at each end bent boring that refuses above the target boring depth. Additional rock coring will be performed at the downhole shear wave boring in order to achieve 100 feet of depth. 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 FME to set up traffic control and request underground utilities marking by SC811 for safe access to boring locations. Geotechnical consultant will also submit an SCDOT encroachment permit application prior to performing field work.
- 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. FME assumes each boring will require pavement coring so 22 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. 8 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 Field Exploration Items:** The following items are deemed necessary to complete the final fieldwork as proposed. Quantities are estimated based on project description and location:
  - Crew and equipment mobilization:
  - Drill rig mobilization: 40 miles (SPT)
  - Traffic control:
    - Lane closure: 8 days.
  - Pavement coring: 22 holes.
  - STB on land, up to 150 ft.: 980 ft.
  - Rock coring: 100 ft
  - Bulk samples: 8 bulk samples
  - 4" steel casing: 200 ft.
  - Grout seal: 300 ft.
- **Final Laboratory Testing Program:** Soil samples will be sealed in appropriate containers and transported to the FME'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: 75 tests.
  - Moisture-plasticity relationship determination (Atterberg limits): 75 tests.
  - Grain size analysis with wash No.200: 65 tests.
  - Hydrometer and grain size: 10 tests.
  - Rock core compressive strength: 12 tests.

- Standard Proctor: 8 tests
  - Consolidated-Undrained Triaxial Shear test with pore pressure measurements (CU w/pp) and/or direct shear testing: 4 tests.
  - California Bearing Ratio (CBR) 3-point tests: 4 tests.
  - Corrosion Series: 1 test.
- **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.
- 5) **Wetland and Stream Delineation:** Over the anticipated stream crossings and project reaches identified above, KCI will conduct a delineation of wetlands, waters of the US, and relatively permanent waters 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.

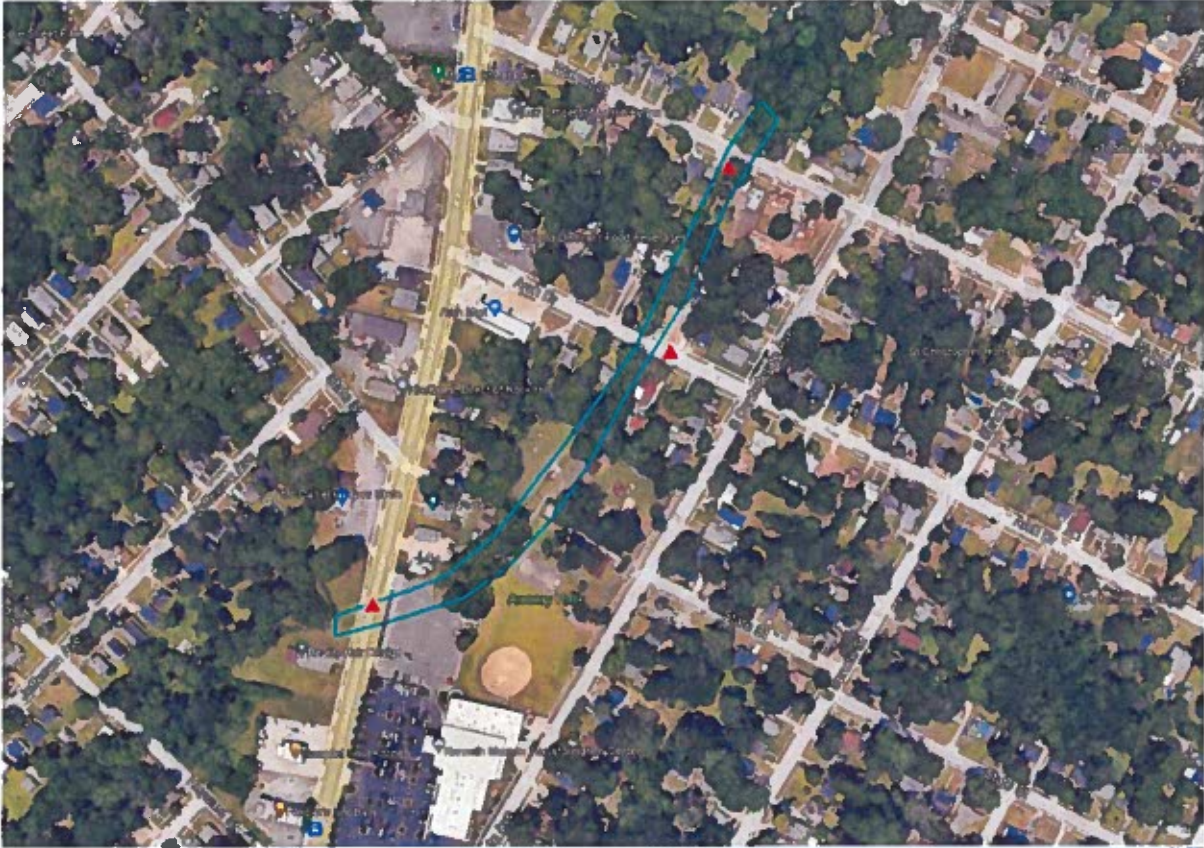
- 6) **Deliverables:**
- Baseline Text file
  - Control Coordinates
  - Deed/Plat Book
  - DTM
  - Final Survey File at scale of 1” = 20’ in Microstation or AutoCad
  - Local Coordinates
  - TIN (from Ground Location Survey)

- Vertical Clearance of overhead utilities within corridor
- Jurisdictional boundary file in Microstation or AutoCad 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).

## **Phase 2**

### **Project Location**

Phase 2 is located in the City of Rock Hill, SC limits and includes the upper headwaters of Stony Branch. Phase 2 includes the crossings at Saluda Avenue, Arch Drive, and Walnut Drive. The project limits are approximately 1,500 LF of Stony Branch.



*Figure 2. Phase 2 Project Limits*

### **Scope of Services**

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

- 1) **Project Administration:** The KCI Project Manager and Assistant Project Manager will meet with SCOR / City of Rock Hill (City) 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 / City with weekly progress updates via email.
  - Oversee the project team for conformance to the project scope, schedule and budget.

- Provide SCOR / City 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: The project kickoff meeting will be held in conjunction with the Phase 1 kickoff meeting. Refer to Phase 1 scope.
  - 3) Pre-Survey Public Meeting: Refer to Phase 1 scope.
  - 4) Public Outreach: Refer to Phase 1 scope.  
Public Meeting: The public meeting will be held in conjunction with the Phase 1 public meeting. Refer to Phase 1 scope.
  - 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) Preliminary Geomorphic Assessment and Jurisdictional Determination: KCI will conduct a detailed geomorphic assessment of the project watershed and the stream reaches which may be targeted for restoration, stabilization, and /or floodplain benching. This will include stream cross-sections, hydrologic analysis, analysis of existing vegetation, and analysis of upstream and downstream culverts, where appropriate. At this stage, we will also identify 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.

The stream reaches targeted for geomorphic assessment are assumed to include:

- Amory Park - Approximately 700 feet contained within Armory Park. Reach targeted for potential restoration/stabilization and floodplain benching.
- 2) Hydraulic Field Visit: Up to two (2) KCI staff members will conduct field investigations of the project crossings, during which existing drainage features will be evaluated. The existing culverts / bridges, embankment slopes, stream

banks, pipe sizes and materials, ditch features, Manning's "n" values, and drainage areas will be investigated. Photographs of the site crossings 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) **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 provided notice of survey and to agree to access. The Land Surveying will be limited to the project area identified above.
- KCI will notify SCOR / City a minimum of 3 days' notice before survey crews will be in the area. SCOR / City will be responsible to notify property owners of work activities and the need to access drainage easements or private property and obtain permission.
  - **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 North Carolina Coordinate system is based upon the international foot where one inch is equal to 2.54 centimeters.
    - The Phase 1 and Phase 2 Control Points will be established in pairs at each end of the project phase. The survey crews will run a traverse between the set 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.
  - **Topographic and Planimetric Features:** KCI will conduct topographic and planimetric surveys in the corridor described above to produce survey base mapping. The KCI survey crews will provide locations of underground gravity sanitary sewer and storm drains based upon the visible found utility structures. This will include obtaining existing manhole rim and inlet or catch basin top of grate and top of curb elevations at curb inlets and flowline elevations. This work will also include pipe inverts, pipe sizes, and pipe material, for lines within the

stream corridor and only if they are accessible or made accessible by the City Maintenance or Public Works Department. Other found visible utilities exposed in box culvert areas or in bridge areas will be also located.

- **Stream Cross Sections:** KCI will obtain field survey data consisting of between eight and ten (10 and 12)-point cross sections (one or two points on the left overbank, left top of bank, left bottom of bank, change in grade of bank slope if there is one approximate channel centerline, approximate channel low point, right bottom of bank, change in grade of bank slope if there is one, right top of bank, one or two points at right overbank area). The cross sections will extend for approximately 100 feet in each direction from the approximate centerline of the stream. At this time cross sectional information outside the limits of the surveyed sections will be based on the best available information. (GIS topography, DEMs, etc.). Channel lining and bed type will also be collected.
- KCI will collect stream cross sections at the following intervals for the culvert / bridge stream crossings:
  - 25, 50, 100, and 200 LF upstream and downstream of a pipe culvert, box culvert or bridge along with a profile on the approximate centerline of the roadway for a distance of one hundred feet each direction from the centerline of the stream along the roadway. In addition, cross sections will be taken at minimum of about every 500 feet along the stream centerline or a minimum of one cross section for shorter length runs.
- **Additional / Future Survey Tasks** – The tasks below are optional and / 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 and their subconsultant, TELICS, 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 City may be obtaining a parcel for retention/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:** the KCI Survey practice personnel 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 City. This Work will also include the work related to the research of title and record map 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.

- **Additional Topographic and Planimetric:** Mapping of parcels or a portion of a large parcel that will be used for retention or detention along with any proposed grading beyond the normal channel limits.
- **Ground Penetrating Radar:** KCI can provide ground penetrating radar, GPR to locate the transition structure northeast of Saluda Avenue that is located under the church parking lot.
- **Additional Stream Topography:** The limits of the proposed stream restoration work is unknown at this time. After 30% design, KCI will reevaluate the available survey and determine if additional surveyed cross sections are required to complete the design. The additional survey will be considered “Additional Work”.

4) Geotechnical Investigations: Refer to Phase 1 Scope.

5) Wetland and Stream Delineation: Over the anticipated stream crossings and project reaches identified above, KCI will conduct a delineation of wetlands, waters of the US, and relatively permanent waters 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.

6) Deliverables:

- Baseline Text 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

<b>Consultant:</b>	<b>KCI</b>
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Project: SCOR - Lige Green Street Flooding Phase 1 & 2  
 Client: South Carolina Office of Resilience  
 Owner: City of Rock Hill, SC  
 Discipline: Field Work Only

Task No.	Work Breakdown Structure Description	Design Fee
<b>Phase 1</b>		
1	Project Administration / Meetings / Data Gathering	\$ 5,860.00
2	Field Data Gathering	\$ 104,670.00
3	Utility Coordination	\$ -
4	Preliminary (30%) Design	\$ -
5	60% Design and Permitting	\$ -
6	90% Design	\$ -
7	Final Plans / O&M Manuals / Bid Documents / Bidding	\$ -
8	Construction Engineering and Inspection	\$ -
	Total	\$ 110,530.00
<b>Phase 2</b>		
1	Project Administration / Meetings / Data Gathering	\$ 2,680.00
2	Field Data Gathering	\$ 37,350.00
3	Utility Coordination	\$ -
4	Preliminary (30%) Design	\$ -
5	60% Design and Permitting	\$ -
6	90% Design	\$ -
7	Final Plans / O&M Manuals / Bid Documents / Bidding	\$ -
8	Construction Engineering and Inspection	\$ -
	Total	\$ 40,030.00
	<b>Total Design Fee</b>	<b>\$ 150,560.00</b>
	<b>Total Directs</b>	<b>\$ 108,010.00</b>
	<b>Total Cost</b>	<b>\$ 258,570.00</b>

		Costs by Classification		
Staff Classifications	Hourly Rates	Phase 1	Phase 2	Total
KCI Technologies				
Project Manager	\$ 240.00	\$ 3,600.00	\$ 960.00	\$ 4,560.00
Assistant Project Manager	\$ 200.00	\$ -	\$ -	\$ -
Admin	\$ 60.00	\$ -	\$ -	\$ -
Roadway				
Project Manager	\$ 300.00	\$ -	\$ -	\$ -
Sr. Project Engineer	\$ 230.00	\$ -	\$ -	\$ -
Project Engineer	\$ 180.00	\$ -	\$ -	\$ -
Design Engineer	\$ 140.00	\$ -	\$ -	\$ -
EIT	\$ 110.00	\$ -	\$ -	\$ -
Hydraulics				
Project Manager	\$ 240.00	\$ 960.00	\$ 480.00	\$ 1,440.00
Sr. Project Engineer	\$ 190.00	\$ 6,650.00	\$ 2,280.00	\$ 8,930.00
Project Engineer	\$ 170.00	\$ 6,290.00	\$ 2,380.00	\$ 8,670.00
Design Engineer	\$ 130.00	\$ -	\$ -	\$ -
EIT	\$ 110.00	\$ 8,800.00	\$ 3,300.00	\$ 12,100.00
Structures				
Project Manager	\$ 230.00	\$ -	\$ -	\$ -
Project Engineer	\$ 190.00	\$ -	\$ -	\$ -
Design Engineer	\$ 120.00	\$ -	\$ -	\$ -
EIT	\$ 110.00	\$ -	\$ -	\$ -
Utilities				
Utility Project Manger	\$ 230.00	\$ -	\$ -	\$ -
Sr. Utility Engineer	\$ 160.00	\$ -	\$ -	\$ -
Utility Engineer	\$ 130.00	\$ -	\$ -	\$ -
Utility Designer	\$ 120.00	\$ -	\$ -	\$ -
EIT	\$ 100.00	\$ -	\$ -	\$ -
Sr. Utility Coordinator	\$ 260.00	\$ -	\$ -	\$ -
Utility Coordinator	\$ 140.00	\$ -	\$ -	\$ -
Environmental				
Sr NEPA Specialist	\$ 190.00	\$ -	\$ -	\$ -
NEPA Specialist	\$ 150.00	\$ -	\$ -	\$ -
Sr. Project Manager	\$ 210.00	\$ 3,360.00	\$ 1,680.00	\$ 5,040.00
Sr. Project Scientist	\$ 140.00	\$ 6,300.00	\$ 3,920.00	\$ 10,220.00
Project Scientist	\$ 110.00	\$ 8,800.00	\$ 5,170.00	\$ 13,970.00
Scientist	\$ 80.00	\$ 4,800.00	\$ 2,880.00	\$ 7,680.00
Easement Development	\$ 110.00	\$ -	\$ -	\$ -
CEI				
Project Manager	\$ 200.00	\$ -	\$ -	\$ -
Construction Inspector	\$ 80.00	\$ -	\$ -	\$ -

<b>GIS</b>				
GIS Project Manager	\$ 210.00	\$ -	\$ -	\$ -
Solutions Engineer	\$ 230.00	\$ -	\$ -	\$ -
GIS Analyst	\$ 80.00	\$ -	\$ -	\$ -
<b>Labor Sub-Total</b>	<b>\$ 49,560.00</b>	<b>\$ 23,050.00</b>	<b>\$ 72,610.00</b>	
<b>Indirects Sub-Total</b>			<b>\$ 7,330.00</b>	
<b>Subconsultant 1:</b>	<b>Upstate Surveying Associates</b>			
Survey		\$ 60,970.00	\$ 16,980.00	\$ 77,950.00
<b>Labor Total</b>	<b>\$ 110,530.00</b>	<b>\$ 40,030.00</b>	<b>\$ 150,560.00</b>	
<b>Subconsultant 2:</b>	<b>FM&amp;E</b>			
Geotechnical				\$ 100,680.00
<b>Indirects Total</b>				<b>\$ 108,010.00</b>
<b>Subconsultant 3:</b>	<b>TELICS</b>			
Right-of-Way / Easement Acquisition		\$ -	\$ -	\$ -
		<b>Project Total</b>	<b>\$ 258,570.00</b>	

ID	Task Name	Start	Finish	2025	2026
1	Data Gathering and Preliminary (30%) Design	Mon 2/26/24	Fri 5/31/24		
2	NTP, Kickoff & Stakeholder Meeting	Mon 3/4/24	Mon 3/4/24		
3	Pre-Survey Public Meeting*	Mon 2/26/24	Mon 2/26/24		
4	Public Meeting #1	Mon 3/18/24	Mon 3/18/24		
5	Field Surveys & Stream Walks*	Mon 3/4/24	Fri 4/12/24		
6	Existing Conditions Modeling and Level of Service Analyses	Mon 3/25/24	Fri 4/19/24		
7	Alternatives Modeling & 30% Design	Mon 4/15/24	Fri 5/24/24		
8	Preliminary BCA and OPC	Mon 5/27/24	Fri 5/31/24		
9	Preliminary (30%) Design Submittal	Fri 5/31/24	Fri 5/31/24		
10	60% Design and Plans	Mon 6/3/24	Fri 8/23/24		
11	Respond to 30% SCOR & City of Rock Hill Comments	Mon 6/17/24	Fri 6/21/24		
12	Utility Relocation Plans	Mon 6/3/24	Fri 8/23/24		
13	60% Design Plans, BCA and OPC	Mon 6/24/24	Tue 8/20/24		
14	Public Meeting #2	Tue 8/20/24	Tue 8/20/24		
15	SWPPP & Permits Submittal	Tue 8/20/24	Tue 8/20/24		
16	60% Design Submittal	Fri 8/23/24	Fri 8/23/24		
17	Final (90%) Design Plans, Bid Documents & RFC Plans	Mon 8/26/24	Fri 5/2/25		
18	Respond to 60% SCOR & City of Rock Hill Comments	Mon 9/9/24	Fri 9/13/24		
19	Permit Approval**	Wed 12/25/24	Tue 1/7/25		
20	Final (90%) Design Plans	Mon 9/16/24	Fri 10/25/24		
21	Bid Documents	Mon 10/28/24	Fri 11/8/24		
22	Operation and Maintenance Manuals	Mon 8/26/24	Fri 9/13/24		
23	Right-of-Way and Property Acquisition	Mon 8/26/24	Fri 2/7/25		
24	Final (90%) Design Submittal, BCA, OPC and Bid Documents	Fri 11/8/24	Fri 11/8/24		
25	Respond to 90% SCOR & City of Rock Hill Comments	Mon 11/25/24	Fri 11/29/24		
26	RFC Plans and Bid Documents***	Thu 1/16/25	Thu 1/16/25		
27	Pre-Bid Meeting	Fri 3/21/25	Fri 3/21/25		
28	Bid Opening & Contract Award	Fri 5/2/25	Fri 5/2/25		
29	Construction Management & Project Closeout	Mon 5/5/25	Fri 6/26/26		
30					
31					
32					
33	*Under LNTP				
34	** Assumes 90-day Permit Approval - Times may vary				
35	*** RFC Plans and Bid Documents may be submitted without final ROW and Property Acquisition				

Task

Project Schedule rev

Date: Thu 2/8/24

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive 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

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