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ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

PROFESSIONAL SERVICES AGREEMENT

January 4, 2022

Town of Elsmere
11 Poplar Avenue
Elsmere, DE 19805

Town of Elsmere Authorized Representative: John S. Giles, Jr.; Town Manager; Town of Elsmere

Subject: 21-04 Stormwater Study and Evaluation ("Project")

KCI Technologies, Inc. ("KCI") is pleased to submit this professional services proposal (the "Proposal") to The Town of Elsmere ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see Exhibit A) and all other exhibits attached hereto. If this Proposal is accepted and executed by Client, then the General Provisions and other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

KCI proposes to perform the services in accordance with our response to RFQ #21-04, Stormwater Study & Evaluation for the Town of Elsmere, DE, pages 1-4, Description of Services, provided in Exhibit B.

Project Schedule to be established between Town of Elsmere and KCI Technologies upon issuance of signed contract herein.

Employee-Owned Since 1988

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services referenced above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

KCI's fee for the Services will be a lump sum of **\$70,454.65** and will be invoiced monthly based on percentage of Services performed. The lump sum fee includes all labor and direct expenses as outlined in our response to RFQ #21-04, Stormwater Study & Evaluation for the Town of Elsmere, DE, provided in Exhibit B, associated with the performance of Services.

ADDITIONAL SERVICES

Experience indicates that certain additional services ("Additional Services") may be appropriate, required, or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are the result of many situations and decisions too numerous to include here but two such examples are your decision, or your contractor's, to deviate from current plans or standards, or a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in writing when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with the Town of Elsmere on the 21-04 Stormwater Study and Evaluation Project. The KCI point of contact ("POC") if you have questions about this Proposal, the General Provisions, or any other attachment is Ryan Burdette, PE, Senior Project Manager, who may be contacted at either (410-891-1759) or (ryan.burdette@kci.com).

Respectfully,



Ryan W. Burdette, PE CPSWQ
KCI Water Resources
Senior Project Manager
936 Ridgebrook Road
Sparks, MD 21152


ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this contract on behalf of the Client does hereby warrant that he/she has full authority to do so. Unless otherwise identified in Section 18, NOTICES, Client agrees that the person executing this Proposal will be the designated recipient.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.



Name

TOWN MANAGER

Title

01-04-22

Date

EXHIBIT A

GENERAL PROVISIONS

**These General Provisions are incorporated by reference in the Proposal
for the performance of Services by KCI as of the date of the executed Proposal.**

1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract ("Agreement") to KCI and Client requests and authorizes KCI to proceed with Services, the terms and conditions of this Agreement will be in force and govern the Services and the relationship of the parties.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

Although KCI will attempt to complete all Services in a timely fashion, KCI does not guarantee, expressed or implied, the time when Services are completed. If applicable, KCI will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

If applicable to the Services, when KCI Services require KCI personnel or subconsultants to be at a project site, KCI agrees it and its subconsultants will comply with the Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of KCI, nor the presence of KCI or its employees and subconsultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

6. DOCUMENTS

Upon final payment, KCI hereby assigns to Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Services. Documents and Materials are the documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

Until final payment and during the provision of Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the

duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

Client will include in all contracts in any way related to the Services provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications.

Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such Documents or Materials, the hard copies shall govern.

7. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages, and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

The Client agrees to indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in Section 5, RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY; changes/modifications to Documents and Materials referenced in Section 6, DOCUMENTS; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees KCI incurs as a result of late-payment referenced in Section 10, PAYMENTS; and, where applicable, any loss or damage to KCI or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Neither the Client nor KCI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

If applicable to the Services, Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$25,000 or the total compensation received by KCI under this Agreement, whichever is the lesser.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against KCI for liquidated damages unless, pursuant to a final determination consistent with Section 12, DISPUTE RESOLUTION, KCI is found to be at least partially at fault, then KCI agrees to pay its proportionate share of liquidated damages.

If applicable to the Services, Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

If applicable to the Services, Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

8. INSURANCE

KCI maintains at least the following insurance: 1) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; 2) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over its employees providing the Services to the required statutory amount; 3) Automobile Liability Insurance with a combined single limit of two million dollars (\$2,000,000); and 4) Professional Liability Insurance in the amount of at least two million dollars (\$2,000,000). Certificates of insurance may be provided upon request.

9. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that

Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement.

10. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt or, if applicable, fifteen (15) days after Client receives payment for the Services invoiced by KCI. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in Section 12, DISPUTE RESOLUTION. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

11. TERMINATION

Upon three (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for

convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

If Client has paid KCI in full pursuant to the terms of a termination for convenience, Client has the option within thirty (30) business days of the notice to terminate for convenience to request Services to resume provided KCI is given ten (10) business days written notice as to when Services shall resume and only after Client and KCI have agreed on the Services, schedule, and fee. If Client fails to resume the Services as provided herein, KCI shall have no obligation to resume the Services at any time thereafter.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

12. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters (“Claims”) in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. If after thirty (30) business days the Claim remains unresolved, then the parties agree to submit the Claim for confidential, non-binding mediation with both parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the parties. The parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission. Both parties agree that the choice of law shall be the laws of the State of the KCI office executing the Agreement, regardless of any other choice of law provisions.

If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City of the State of the KCI office executing the Agreement. Prior to the exercise of this right, the party seeking judicial relief shall provide the other party thirty (30) days’ prior written notice before filing such judicial action.

13. CERTIFICATE OF MERIT

Either consistent with the applicable Certificate of Merit statute or pursuant to this Agreement, Client shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Client shall have first provided KCI with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with Section 4, STANDARD OF CARE. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to Section 12, DISPUTE RESOLUTION.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

16. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

17. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

18. NOTICES

All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the party's designated recipient at the following:

Elsmere: John S. Giles, Jr.
Town Manager
Town of Elsmere
11 Poplar Avenue
Elsmere, DE 19805
(302) 998-2215
jgiles@townofelsmere.com

KCI: Ryan W. Burdette, PE CPSWQ
KCI Water Resources
Senior Project Manager
936 Ridgebrook Road
Sparks, MD 21152
(410) 891-1759
ryan.burdette@kci.com

Unless otherwise identified above, Client agrees that the person executing this contract will be the designated recipient.

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contract information from the above will not be effective until such time as written notice is provided to the other party in accordance with this Section 18.

19. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

This Agreement shall be governed by the laws of the State of the KCI office executing the Agreement, regardless of its or any other choice of law provisions.

Both parties agree that KCI is an independent contractor.

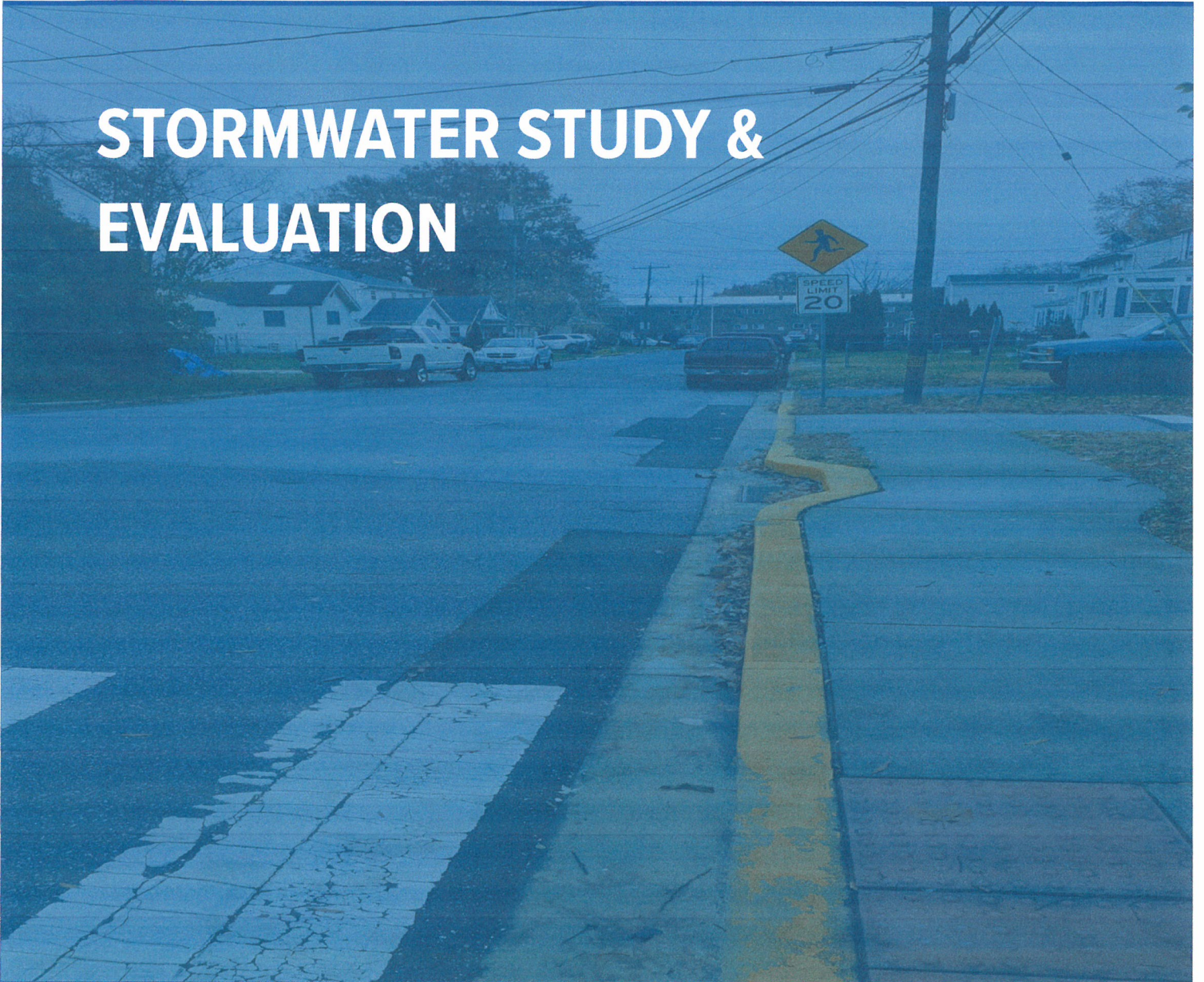
The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

EXHIBIT B

**RFQ #21-04, STORMWATER STUDY & EVALUATION FOR THE TOWN OF ELSMERE, DE,
DESCRIPTION OF SERVICES**

STORMWATER STUDY & EVALUATION



RFQ # 21-04

TOWN OF ELSMERE, DE



DECEMBER 1, 2021

RISE TO THE
CHALLENGE





ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1352 Marrows Road, Suite 100 • Newark, DE 19711 • Phone 302-731-9176 • Fax 302-731-7807

December 1, 2021

Steven Martin
Town of Elsmere, Finance Department
11 Poplar Avenue
Elsmere, DE 19805

RE: Project No: 21-04 Stormwater Study and Evaluation

Dear Mr. Martin,

KCI Technologies, Inc. (KCI) is pleased to submit our proposal and pricing for the Town of Elsmere Stormwater Study & Evaluation project. We have a long history of working with the Town on projects such as your NPDES Phase I MS4 permit and stormwater database. We have developed a strong working relationship with the Town and familiar with your storm drain infrastructure. Additionally, our staff have recently been coordinating with the Town on other projects that could impact the scope of this Stormwater Study and Evaluation including our NPDES and MS4 work. We will be available to coordinate the efforts as needed. KCI's office in Newark, DE will provide local services for this effort.

KCI's Water Resources Practice has extensive experience in solving flooding issues, including data gathering, hydraulic modeling, alternative analysis and Preliminary Engineering Reports, and storm drain system inventory-inspection. For all phases of this project, KCI will provide highly qualified staff to identify the existing problems and develop solutions.

We appreciate your consideration of our proposal. If you have any questions about our qualifications or need additional information, please contact Bruce Thompson at (302) 318-1068 or bruce.thompson@kci.com. Thank you for the opportunity to submit our technical approach and fee for this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Kerry Rexroad".

Kerry Rexroad, PE
Vice President, Regional Practice Leader – Water Resources

STORMWATER STUDY & EVALUATION

RFQ # 21-04

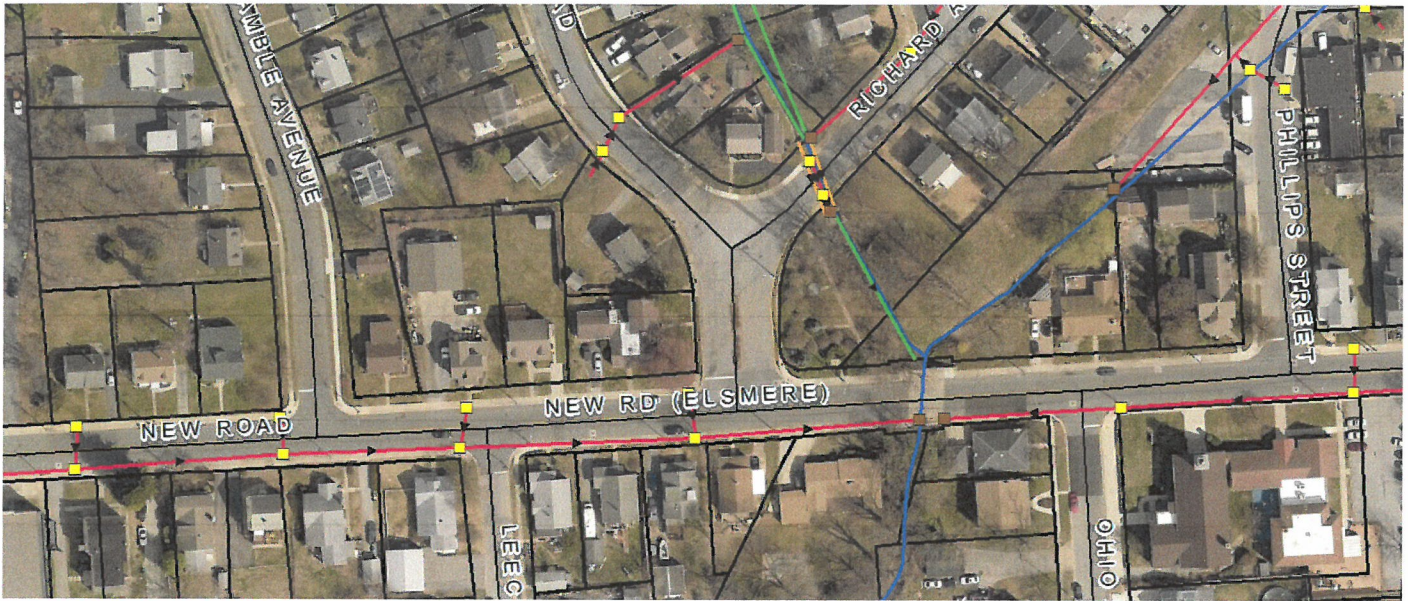
TOWN OF ELSMERE, DE

DECEMBER 1, 2021



RISE TO THE
CHALLENGE





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DESCRIPTION OF SERVICES

PROJECT UNDERSTANDING

The Town of Elsmere, DE has identified existing drainage and stormwater management-related issues causing ponding, flooding, and erosion damage in many parts of the Town. Increase in frequency and intensity of rainfall events, flash flooding, aging infrastructure, and land development over time within a watershed are common contributors to these municipal drainage problems.

This project scope of work involves data collection, inventory of stormwater assets, and field inspections to develop existing conditions site hydrology, evaluate existing storm drain networks, culverts, and open channels, and prepare hydraulics models to assess the hydrologic and hydraulic (H&H) issues effecting the Town of Elsmere. RFP 21-04 identifies thirteen (13) locations within Elsmere where flooding, ponding, and erosion are evident. The study herein will evaluate the entirety of the Town's drainage and stormwater systems, including the 13 known problem areas, and recommend practical solutions.



Forrest Avenue & Second Avenue

Proposed Town-wide drainage, conveyance, runoff quantity management, and water quality improvement tasks will be included in a Preliminary (15%) H&H Assessment and Engineering Report for the Town of Elsmere, including

the results of all existing and proposed conditions H&H assessments, opportunities and constraints, concept exhibits, and probable construction costs for recommended projects. All recommendations will be made in compliance with the project eligibility guidelines set forth in the EPA's "Overview of Clean Water State and Revolving Fund Eligibilities" dated May 2016 and the conditions provided in the American Rescue Plan Act Eligible Expenses FAQ. The Preliminary (15%) H&H Assessment and Engineering Report will function as a resource for the Town of Elsmere to plan, prioritize, and implement future H&H improvement projects.

FAMILIARITY WITH LOCALITY

KCI's Water Resources Practice has extensive experience conducting watershed studies and developing solutions to areawide drainage problems. Recently, this group of engineers and scientists were awarded contracts with the City of Milford and Town of Millsboro to perform similar services in Delaware. We will draw on our vast experience with similar municipalities, as well as our knowledge of Elsmere to evaluate and address the stormwater challenges faced by the Town.

Through KCI's current NPDES contract with Town of Elsmere (since 2015), we have amassed extensive knowledge of the Town's existing resources and storm drain records. Since 2005, KCI has been assisting DeIDOT to locate and inspect stormwater infrastructure throughout the State of Delaware, including areas with the Town of Elsmere and surrounding areas. We understand the drainage systems are aging but have been reasonably well maintained overall.

The Town of Elsmere is a Co-Permittee on a Phase I MS4 Permit along with several other small municipalities in which DeIDOT and New Castle County are Principal Permittees. KCI's current contract allows us unique access to DeIDOT and New Castle County organization members and resources. We have considerable experience coordinating data sharing, ownership, inventory, and maintenance collaboration for infrastructure where neighboring entities share overlapping municipal boundaries; as in this case with the Town and parties identified above.

KCI also serves a vital role in supporting all the Delaware Phase I MS4 Permittees, including acting as a facilitator to resolve inter-jurisdictional issues, attending annual permit meetings, and preparing annual reports. Our NPDES Services contracts with the Town of Elsmere include Illicit Discharge Detection and Elimination Services (IDDE)

DESCRIPTION OF SERVICES & QUALIFICATIONS

activities and detailed source tracking of illicit discharges throughout the Town's storm drain system. Additionally, KCI has migrated the Town's storm drain data into the DelDOT NPDES Database and 2NDNATURE Software.

KCI's local staff will leverage our knowledge of the Town's stormwater system from the past six years of conducting IDDE services and other special investigations of stormwater issues, and expertise gained from executing similar tasks to deliver a combination of solutions which can uniquely assist the Town with this project.

SCOPE OF WORK

KCI's recommends a scope of work to address the Town of Elsmere RFP 21-04 key project goals as stated in the following Tasks:

1. Data Gathering
2. Hydrology and Hydraulics Modeling
3. Concept Plan Development
4. Preliminary Engineering Reporting

Task 1 - Data Gathering

Task 1.a – Data Collection and Review

KCI will compile and review the Town's existing GIS Layers including impervious surfaces, woods, open spaces, soils, environmentally sensitive resources, zoning, utilities, storm drains, open channels, stormwater management facilities, and aerial imagery within the Town and project watershed. Utilizing KCI's expansive GIS records for Elsmere and the surrounding areas, we will compile and review existing data related to the Town's drainage and stormwater infrastructure (KCI already has these data); and review available as-built roadway, site development, and utility plans as these other records may have additional information relevant to the watershed study. LIDAR will be utilized as the source of surface topography for the entire study area.

Task 1.b – Onsite Inspections

KCI will visit the project area during dry and wet weather conditions (assume four total days for 2 x dry weather and 2 x wet weather field visits). This will allow our field crews to visually inspect existing structures, verify hydraulic connectivity, drainage boundaries, and land use characteristics; observe flow patterns and flooding conditions; and evaluate the existing problem areas identified in RFP 21-04 and other potential H&H issues throughout the Town.

Task 2 - Hydrology & Hydraulics Modeling

Task 2.a - Existing Watershed Hydrology

KCI will develop existing conditions hydrology for the entire contributing watershed to the Town as well as for sub-drainage areas to each specific area of concern identified in Task 1. Using drainage areas, land use mapping, soils data, and NOAA Atlas-14 rainfall data, KCI will develop Win-TR55 (SCS Graphical Peak Discharge methodology) and Win-TR20 models for each subarea to determine relationships between rainfall depth / duration / peak discharges for the 1-, 2-, 10-, and 100-year storm events and their respective influence on the Town's hydrologic conditions.

Task 2.b - Local Drainage Analysis

KCI will develop storm drain computations to analyze identified drainage and flooding issues within the Town boundaries at inlets, pipes, culverts and swales using the Rational Method. Storm drains will be evaluated for roadway spread (ponding/ flow depth), inlet capture efficiency, and flood carrying capacities of pipe systems and culverts. Existing swale and channel characteristics will also be evaluated for hydraulic performance. The entire storm drain system will not be modeled at this scale; specific hydraulic computations for storm drains and inlets will be limited to areas where problems have been identified. No site survey will be obtained to evaluate existing open and closed drainage features. A combination of available LIDAR data, GIS layers, as-built plans, and qualified engineering judgement will be leveraged by KCI to evaluate both existing conditions and proposed drainage improvement opportunities for this planning-level watershed analysis. A detailed drainage area map will be prepared to illustrate the findings of the existing hydrologic characteristics assessments.



Street between Maple Avenue & Forrest Avenue

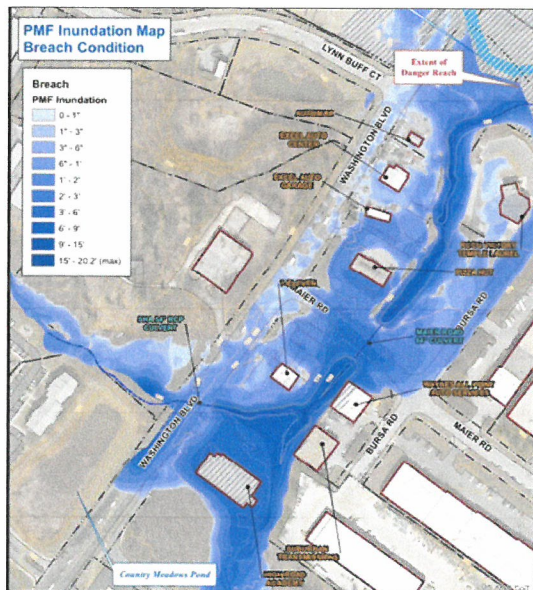
DESCRIPTION OF SERVICES & QUALIFICATIONS

The drainage evaluations described above will reveal opportunities to install additional catch basins, enhance flow carrying capacity of pipe networks and culverts, target areas for surface stabilization, and generally indicate where proposed improvements may effectively alleviate local drainage issues identified in Task 1. Within the project area, items such as sources of flooding, roadway spread, capture efficiency, flow depth, tailwater impacts, conveyance patterns, open channel capacities, and other noteworthy project elements will be evaluated and reported.

A detailed drainage area map will be prepared to demonstrate the influence of all recommended local drainage improvements. Detailed analysis and comparisons between the existing and potential proposed H&H conditions will be summarized in the Preliminary Engineering Report (PER).

Task 2.c - Surface Terrain Modeling

In addition to analyzing localized drainage opportunities described in Task 2.b, KCI will evaluate runoff characteristics impacting the Town at a macro-watershed level. Using latest HEC-RAS 5.0.7 capabilities, the hydraulic influence of uncontrolled upland runoff, open channels, and streams contributing to developed areas of the Town can be assessed. KCI is versed in creating two-dimensional surface terrain modeling of mixed-use watersheds to demonstrate area-wide surface runoff conditions and potential benefits that may result by adding stormwater management basins at strategic locations throughout the Town. Proposed stormwater management ponds strategically located within the Town and upland in the project watershed have potential to substantially improve flooding conditions.



Surface terrain modeling is a critical component to watershed improvement planning as it can illustrate where problems exist and suggest causes that may not be obvious when looking at a single storm drain system. KCI will generate exhibits that graphically show the drainage conditions, including the anticipated inundation areas for the 100-year storm flood.

KCI will investigate potential upstream stormwater management solutions for flooding by evaluating the approximate flood volume that may be stored to have an impact on downstream drainage conditions. Property site locations, ownership, and availability of parcels to utilize for stormwater management will be discussed with Elsmere during this process. Opportunities to implement water quality treatment will also be considered as a potential component of proposed surface storage basins.

Once the 2D model is effectively completed, several comparisons of hydraulic elements such as flood inundation extents, flash flood conditions, peak flow velocities, and ponding depth impacts resulting from potential quantity management projects can be evaluated. Site hydrology developed in Task 2.a will be applied to the surface terrain prepared using LIDAR. Existing flood condition analyses and impacts to structures, roadways, and properties of interest will be exhibited in screen captured maps like the example above and summarized in the Preliminary Engineering Report (PER) in Task 3.

Task 3 - Concept Plan Development

Task 3.a - Development of Proposed Improvements

KCI will analyze potential solutions to drainage and flooding problems identified in Task 2 and develop concept design solutions. Preliminary computations prepared to evaluate existing conditions will be updated to reflect recommended improvements.

Potential projects will range from localized drainage improvements, added inlets, increased pipe capacity, expansion of drainage systems, surface stabilization, channel enhancements, to larger scale flood mitigation basins and water quality treatment facilities. Planning level computational analysis to support KCI's recommendations and potential benefits will be included.

Task 3.b - Drainage and Stormwater Management Improvement Plans

Concept plans at an approximate 15% design level will be prepared to show a proposed layout for each recommended drainage improvement. Available existing conditions GIS mapping (environmental features, stormwater/drainage features, property boundaries, contours, utilities) will be

DESCRIPTION OF SERVICES & QUALIFICATIONS

displayed with problem areas identified and schematics of proposed drainage and stormwater management improvement features overlaid on aerial photogrammetry. Each concept plan will include a site location map, layout of key project components, limits of disturbance, and visual representation of benefits and constraints. Concept Plans for the 13 problem areas, supporting engineering analysis and computations, and probable costs for construction will be incorporated into the Preliminary Engineering Report in Task 4. Items such as right-of-way acquisition needs, roadway improvements, and potential utility impacts will be noted for each site.

Task 4 - Preliminary Engineering Report

Task 4.a - Preliminary Engineering Reporting

KCI will prepare a detailed Preliminary Engineering Report that discusses project goals, methodologies, findings, and recommendations. The report will include discussion of the H&H computations and modeling prepared by KCI to accurately identify existing drainage and flooding concerns and develop recommendations for effective solutions. Potential project recommendations/concepts will range from localized drainage improvement tasks and repairs to watershed-level flood mitigation opportunities. Explanations of the benefits, constraints, and probable construction costs will be provided for each project. Property impacts, based on available GIS property boundaries, will be identified to assist with property owner coordination.

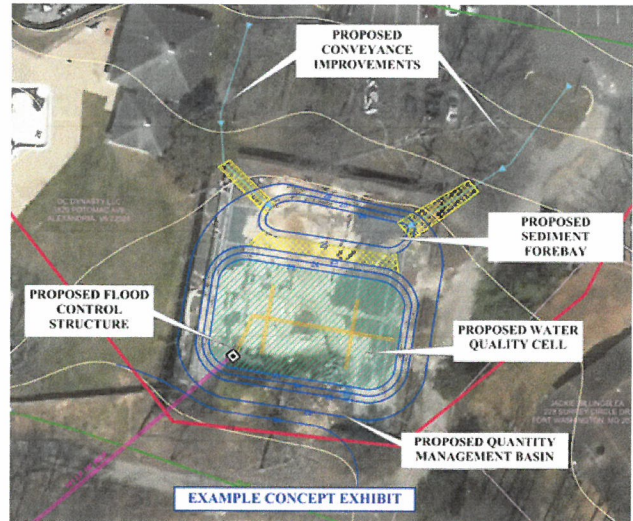
Task 4.b - Town Meetings

KCI will attend two formal Town meetings to present the status of the project and elicit feedback from the Town of Elsmere.

The first meeting will take place at the completion of Task 2 – Hydrology and Hydraulics Modeling. At this time, results of all existing conditions H&H evaluations and modeling; discussion of sources of flooding issues and KCI's findings, and potential mitigation project recommendations will be discussed. Experience in developing similar watershed assessments indicates that Town input on the location and extents of individual projects targeted for concept mapping and reporting is invaluable at this stage of project development. Addressing Town comments on project elements through Task 2 are included in this section.

A second meeting will take place once the Preliminary Engineering Report is completed for KCI to present Town of Elsmere with all results, recommendations, and documents. KCI assumes that PER acceptance will require a single Town review of the draft report to complete the project.

Four additional virtual meetings with Town of Elsmere to discuss comments and resolutions are expected at appropriate times throughout the project development.



QUALIFICATIONS

Since our incorporation in Delaware, municipal clients have come to rely on KCI's breadth of expertise and ability to keep even complex projects on schedule and within budget.

KCI has been proudly providing engineering services to private and public clients throughout the State of Delaware for over 40 years.

With a local staff of professional engineers, planners, scientists, GIS analysts, surveyors, and construction managers, we offer a broad range of engineering services, including: civil, environmental, structural, transportation, survey, construction management and inspection, stormwater, coastal, hazardous waste, mechanical, electrical, telecommunications, and soils.

KCI currently serves as the on-call engineer for several municipalities in Delaware, maintaining continuous service for as many as 40 years. KCI works closely with the municipalities on all aspects of planning, design, and construction. Presented below is a list of clients throughout Delaware for which we have provided engineering and stormwater permit compliance services:

- City of Delaware City
- City of Dover
- City of Harrington
- City of New Castle
- Delaware Department of Environmental Resources and Environmental Control (DNREC)
- Delaware Department of Transportation (DelDOT)
- New Castle County
- Sussex County
- Town of Elsmere
- Town of Felton
- Town of Fenwick Island
- Town of Henlopen Acres
- Town of Georgetown
- Town of Milford
- Town of Middletown
- Town of Smyrna

Through this experience, KCI has worked with Client staff to develop scopes, budgets, schedules, and funding strategies for a wide range of projects for Delaware towns, cities, and counties. In addition, we have spent an extensive amount of time in the field with operators and maintenance personnel to incorporate their standards and preferences into our project delivery process. Our experience, location, and established relationships provide a unique familiarity that will benefit us on this project.

KCI EXPERIENCE

KCI's team currently leads and supports MS4 efforts for the following Municipalities and State agencies:

- Five Delaware Phase I MS4 Permittees in New Castle County: DelDOT, New Castle County, Town of Elsmere, City of Delaware City, and City of New Castle
- Four Delaware Phase II MS4 Permittees: DelDOT (Kent County), City of Dover, Town of Middletown, and Town of Smyrna (future permittee)
- Six Maryland Eastern Shore Phase II MS4 Permittees

In addition to Newark office staff, Scientists and Engineers from KCI's Water Resources and Natural Resources Practices in Sparks, Maryland will support on this contract. We do not anticipate the use of Sub-consultants on this contract.

KCI has extensive experience with Phase I MS4 Permits in both Maryland and Delaware. In Maryland, KCI is conducting Phase I MS4 Permit services for the Maryland State Highway Administration, Anne Arundel County, Charles County, Frederick County, Harford County, Howard County, and Prince George's County.

In Delaware, for the New Castle County Phase I MS4 Permit, we are currently providing compliance support services to both the Delaware Department of Transportation (DelDOT) - Maintenance & Operations and the New Castle County (NCC) – Stormwater & Environmental Programs (Principal Permittees), as well as the majority of the five Phase I Co-Permittees (City of Delaware City, City of New Castle, Town of Elsmere). KCI has continuously provided MS4 compliance support services to DelDOT for over 15 years.



NPDES PERMIT SERVICES, ELSMERE, DE

Since 2015, KCI has been providing stormwater compliance services related to the Town's Phase I Municipal Separate Storm Sewer System (MS4) Permit as well as their Industrial Runoff Permit. KCI's specific services conducted for the Town are listed below, all of which facilitate the Town's compliance with their stormwater requirements, as promulgated by the U.S. Environmental Protection Agency (EPA) and the Delaware Department of Natural Resources and Environmental Control (DNREC).

- Illicit Discharge Detection and Elimination (IDDE) Program and Dry Weather Outfall Screening.
- Street Sweeper Waste Stockpile Sampling for Delaware Solid Waste Authority (DSWA) Landfill Disposal Acceptance.
- Maintenance Facility Semi-Annual Wet Weather Monitoring.
- Stormwater Infrastructure/MS4 Database Updates.
- Assist Town with Annual Reporting.

DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT), ENVIRONMENTAL AND WATER QUALITY MONITORING AGREEMENT NO. 1888

KCI is providing services on this three-year open-end agreement (with two option years) totaling over \$4 million in fees. KCI has been assisting DelDOT's NPDES Permit Program on this series of agreements since 2003 with permit monitoring requirements (IDDE, Wet Weather Monitoring, Stream Assessment, etc.) related to compliance with a Phase I MS4 Permit for New Castle County, a Phase II MS4 Permit for portions of Kent and Sussex Counties, and Delaware's General Permit for Industrial Stormwater Runoff. KCI assists the Department with their Phase I and Phase II Annual Reports to DNREC.

DELDOT NPDES STORM DRAIN INVENTORY AND INSPECTION AGREEMENT NO. 1852

KCI has been providing services on a series of open-end agreements since 2003. Throughout Delaware, KCI has mapped more than 100,000 structures (inlets, manholes,

junction boxes, outfalls, etc.) and approximately 25 million linear feet of conveyance (pipe and ditch) owned and/or maintained by DelDOT. KCI has developed a custom Field Application, Geodatabase, and Map Viewer to collect, store, and retrieve this MS4 data. The field application uses Pole Mounted Camera technology to zoom into, photograph, and video stormwater conveyance pipes. DelDOT has made this Geodatabase system available to other municipalities such as Elsmere, which has utilized its capabilities recently.

WATERSHED STUDY OF 4TH STREET & WALNUT STREET, MILFORD, DE

KCI is conducting a small watershed study of the areas of Fourth Street and Walnut Street to see if the current drainage pipes are equipped with the capability to move the storm water out of the area, and to analyze the impacts of the flooding of streets and properties on the quality of the stormwater that is being drained into the Mispillion Watershed. A completed watershed study will inform the City of Milford if it is the pipes that are causing the flooding, and what the impacts of the flooding have been on the stormwater quality. This completed watershed study will also deliver recommendations on actions to be taken in the future to alleviate these problems.

MS4 INVENTORY & INSPECTION SERVICES, DELAWARE CITY, DE

KCI was contracted to maintain and update mapping of the City's MS4. During the process of mapping the City's MS4, KCI will also identify Green Technology Project opportunities.

KCI inventories all stormwater structures (inlets, outfalls, junction boxes, manholes), all stormwater conveyances (pipes, ditches), and all BMPs. Additionally, KCI conducts condition assessments of these stormwater features noting any defects (cracked pipe, full of sediment, etc.). KCI stores all MS4 inventory and inspection data collected in the field directly into the custom NPDES Database developed by KCI for DelDOT. DelDOT has offered to share their NPDES Database with other state NPDES Permit holders. As a Phase I MS4 Permit holder, the City has access to this invaluable tool, providing a desktop view of the City-owned MS4.

NPDES PERMIT SERVICES, DOVER, DE

Since 2015, KCI has been providing stormwater compliance services related to the City's Phase II Municipal Separate Storm Sewer System (MS4) Permit. KCI's specific services conducted for the City are listed below, all of which facilitate the City's compliance with their stormwater requirements, as promulgated by the U.S. Environmental Protection Agency (EPA) and the Delaware Department of Natural Resources and Environmental Control (DNREC).

- Illicit Discharge Detection and Elimination (IDDE) Program and Dry Weather Outfall Screening.
- Street Sweeper Waste Stockpile Sampling for Delaware Solid Waste Authority (DSWA) Landfill Disposal Acceptance.
- Stormwater Infrastructure/MS4 Database Updates.
- Assist Town with Annual Reporting.
- Assist Town with DNREC Phase II MS4 Audit.

NPDES PERMIT SERVICES

ABERDEEN, MD

Since 2015, KCI has been providing stormwater compliance services related to the City's Phase II Municipal Separate Storm Sewer System (MS4) Permit as well as their Industrial Runoff Permit. KCI's specific services conducted for the City are listed below, all of which facilitate the City's compliance with their stormwater requirements, as promulgated by the U.S.

- Environmental Protection Agency (EPA) and the Maryland Department of the Environment (MDE).
- Illicit Discharge Detection and Elimination (IDDE) Program and Dry Weather Outfall Screening.
- Stormwater Infrastructure/MS4 Database Updates.
- Comprehensive SWPPP Inspections.
- Impervious Area Accounting.
- Stream Restoration Concept Plans.
- Assist City with Annual Reporting.

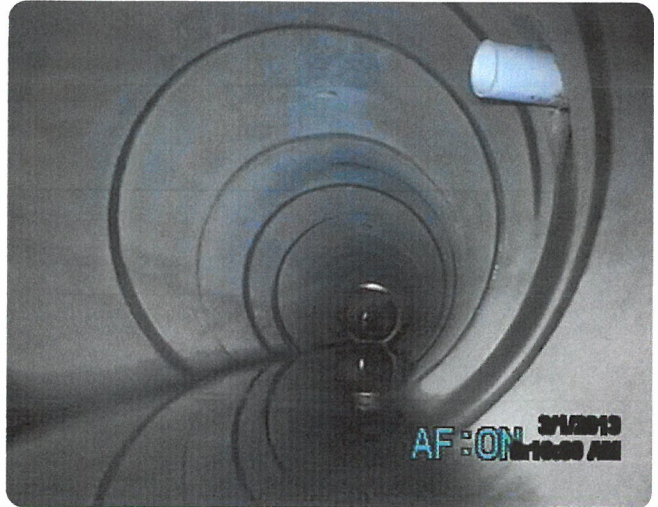
ENHANCEMENTS & ADDITIONAL SERVICES

Meeting TMDL Requirements

Drainage improvement and stormwater management enhancement projects offer added potential to generate Impervious Acre Credits towards MS4 permit compliance. At each recommended project location throughout the Town, KCI will consider opportunities to incorporate water quality enhancements, as practical, depending on project type in order to obtain impervious acre treatment credit.

Condition Assessment of the Town's Storm Drain Infrastructure

Although mapped, the Town's storm drain infrastructure has not been thoroughly inspected. Another consultant mapped the system, and this data was migrated by KCI to the DelDOT NPDES Database and 2NDNATURE Software. When inventorying and inspecting storm drain assets for other entities such as DelDOT, KCI performs a comprehensive inspection of storm drain features, such as pipe seals, using our Pole Mounted Camera technology. We also document the current condition of all structures and conveyances using a good, fair, poor rating and upload photographs of the existing features to the database. If a structure or conveyance is rated poor, KCI takes defect photos and submits "work order" documentation to the owner. KCI inventories and inspects BMPs using the DelDOT NPDES Database and provides a condition assessment similar to the MS4 condition ratings. It is recommended that KCI provide this service to the Town as part of this project in order to sufficiently investigate the existence of other drainage issues. During this process, KCI would be also looking for the presence of illicit discharges and illegal connects to the MS4.



BUSINESS REFERENCES

DELAWARE DEPARTMENT OF TRANSPORTATION

Central Office
800 Bay Road
Dover, DE 19903

P: 302-760-2346 // F: N/A

Sara Esposito, PE
Project Manager, DelDOT - Central Office
Sara.Esposito@state.de.us

CITY OF ABERDEEN, DEPARTMENT OF PUBLIC WORKS

60 North Parke Street
Aberdeen, MD 21001

P: 410-272-1600 x 217 // F: 410-273-7402

Kyle Torster, PE
Director, Department of Public Works
ktorster@aberdeenmd.gov

CITY OF DOVER, DE

5 E Reed Street
Dover, DE 19901

P: 302-736-7025 // F: 302-736-7092

Joshua Barth
Program Manager / Environmental Scientist
jbarth@dover.de.us



The Town of Elsmere - RFP No. 21-04 Stormwater Study & Evaluation

12/1/2021

TOTAL MAN-HOUR ESTIMATE- KCI Technologies, Inc.

Town of Elsmere, Delaware Stormwater Study & Evaluation		Sr. Project Manager	Project Engineer	Water Resources Engineer	Project Scientist	GIS Technician	CADD Technician	Scientist	Task Totals
Task 1 Data Gathering									
1.a	Data Collection and Review	4	12	8		12			36
1.b	Onsite Inspections		12		24			24	60
Task 1 Data Gathering - Sub-Totals		4	24	8	24	12	0	24	96
Labor Rates \$		200.96	129.58	87.36	77.90	59.99	101.77	59.99	
Task 1 Total Labor \$		803.83	3,110.02	698.88	1,869.50	719.85	-	1,439.69	8,641.77
Task 2 Hydrology and Hydraulics Modeling									
2.a	Existing Watershed Hydrology	0	16	24		12	8		60
2.b	Local Drainage Analysis	4	12	40	24	12	8		100
2.c	Surface Terrain Modeling	4	16	80					100
Task 2 Hydrology and Hydraulics Modeling - Sub-Totals		8	44	144	24	24	16	0	260
Labor Rates \$		200.96	129.58	87.36	77.90	59.99	101.77	59.99	
Task 2 Total Labor \$		1,607.66	5,701.70	12,579.84	1,869.50	1,439.69	1,628.39	-	24,826.78
Task 3 Concept Plan Development									
3.a	Development of Proposed Improvements	4	32	40		12	8		96
3.b	Drainage and Stormwater Management Improvement Plans	8	12	12		8	24		64
Task 3 Concept Plan Development - Sub-Totals		12	44	52	0	20	32	0	160
Labor Rates \$		200.96	129.58	87.36	77.90	59.99	101.77	59.99	
Task 3 Total Labor \$		2,411.49	5,701.70	4,542.72	-	1,199.74	3,256.78	-	17,112.43
Task 4 Preliminary Engineering Reporting (PER)									
4.a	Preliminary Engineering Reporting (PER)	12	40	24		16			92
4.b	Town Meetings	8	12	24		8	16		68
Task 4 Preliminary Engineering Reporting (PER) - Sub-Totals		20	52	48	0	24	16	0	160
Labor Rates \$		200.96	129.58	87.36	77.90	59.99	101.77	59.99	
Task 4 Total Labor \$		4,019.14	6,738.37	4,193.28	-	1,439.69	1,628.39	-	18,018.87
TOTALS HOURS BY CLASSIFICATION		44	164	252	48	80	64	24	676
LABOR RATES		\$200.96	\$129.58	\$87.36	\$77.90	\$59.99	\$101.77	\$59.99	
TOTAL FEE BY CLASSIFICATION		\$8,842.11	\$21,251.78	\$22,014.72	\$3,739.01	\$4,798.98	\$6,513.56	\$1,439.69	\$68,599.85
Direct Expenses									
	Job Travel	Mile	1280	\$0.56					\$716.80
	B&W Copy / Print 8.5 x 11	EA	1200	\$0.05					\$60.00
	Color 8.5x11 Print	EA	1000	\$0.49					\$490.00
	Color 11x17 Print	EA	600	\$0.98					\$588.00
DIRECT EXPENSES TOTAL:									\$1,854.80
KCI LABOR TOTAL:									\$68,599.85
KCI DIRECT EXPENSES TOTAL:									\$1,854.80
KCI TOTAL:									\$70,454.65

ADDITIONAL FORMS

The requested additional forms listed below can be found on the following pages:

- Proposal Form
- Affidavit of Workers Eligibility
- Debarment Certification
- Sample COI
- Addendum Acknowledgement

Filbert Avenue & Dover Avenue



APPENDIX "A"

Proposal Form

Name of Proposer: KCI Technologies, Inc.

Mailing Address: 1352 Marrows Road, Suite 100

City: Newark State: DE Zip: 19711


Email Address: kerry.rexroad@kci.com

Telephone: 302.731.9176 Fax: 302.731.7807

TOTAL AMOUNT OF PROPOSAL \$ 70,454.65
(proposal details and list of subcontractors should be submitted on a separate sheet and included with this form)

N/A CHECK HERE IF THE PROPOSAL INCLUDE ANY EXCEPTIONS TO THE SCOPE OF WORK. (EXCEPTIONS SHOULD BE SPECIFICALLY NOTED AND SUBMITTED WITH THIS FORM)

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.


(Signature of Person Authorized to Sign PROPOSAL)

11/22/2021
Date

Printed Name and Title of Signer:

Kerry Rexroad, PE / Vice President, Regional Practice Leader - Water Resources

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

APPENDIX "B"
Affidavit of Workers Eligibility

STATE OF DELAWARE)

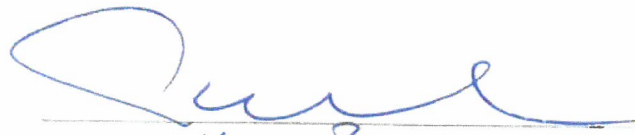
) SS.

COUNTY OF NEW CASTLE)

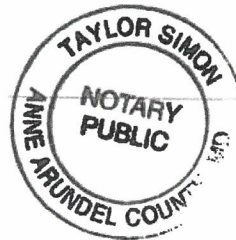
AFFIDAVIT OF COMPLIANCE

WITH TOWN OF ELSMERE EMPLOYMENT REQUIREMENTS

1. I am an officer of KCI Technologies, Inc. (the "Company") and am authorized to make this affidavit on its behalf.
2. I hereby certify that all of the employees of the Company performing work within the Town of Elsmere are lawfully permitted to be employed by the Company under both federal and state law.


KERRY REXROAD

Sworn to and Subscribed before me this 22 day of November, 2021





Notary Public

* This form must be signed and included for each proposal *

APPENDIX "C"

Debarment Certification

- (1) The Proposer certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency Name: KCI Technologies, Inc.
Project Title: 21-04: Stormwater Study & Evaluation
Agency Project Manager: Ryan Burdette, PE
Title of Project Manager: Senior Project Manager
Agency Authorizing Official (Print): Kerry Rexroad, PE
Agency Authorizing Official (Signature): 
Date: 11/22/2021



KCITECH-01

MMARTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301 Wilmington, DE 19809	CONTACT NAME: Maureen Martin, AAI PHONE (A/C, No, Ext): (302) 472-2914 FAX (A/C, No): E-MAIL ADDRESS: mmartin@lyonsinsurance.com
INSURED KCI Technologies, Inc. 936 Ridgebrook Road Sparks, MD 21152	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh, PA NAIC # 19445 INSURER B: Great American Insurance Co. 16691 INSURER C: New Hampshire Insurance Company 23841 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL 522-24-13	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 448-95-82	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		TUU0202925-10	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 012-01-6190	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Liability

CERTIFICATE HOLDER

CANCELLATION

Evidence of Liability - Sparks

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD

Client#: 42475 KCITEC
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER
CBIZ Insurance Services, Inc.
9755 Patuxent Woods Drive
Suite 200
Columbia, MD 21046

CONTACT NAME: Letha Lombardi
PHONE (A/C, No. Ext): 443-259-3237
E-MAIL: certrequest@cbiz.com
ADDRESS: certrequest@cbiz.com

Table with columns: INSURER(S) AFFORDING COVERAGE, NAIC #. Includes entries for XL Specialty Insurance Co. (37885) and Insurers B through F.

INSURED
KCI Technologes, Inc.
936 Rldgebrook Road
Sparks, MD 21152

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Specimen Certificate
For Informational
Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

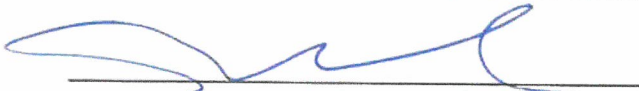
Handwritten signature of authorized representative.

APPENDIX "F"

THIS ACKNOWLEDGMENT MUST ACCOMPANY THE BID DOCUMENTS SUBMITTED

Acknowledgement of RFP 21-04 Addendum #1

I, Kerry Rexroad, PE, a representative of KCI Technologies, Inc.
hereby confirm receipt of Addendum #1 issued in response to Town of Elsmere RFP
21-04 for Stormwater Study & Evaluation. I further confirm that I have reviewed the
questions and answers supplied within this addendum and have addressed these
concerns within the bid submitted.



Signature

11/22/2021

Date