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ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

PROFESSIONAL SERVICES AGREEMENT

May 16, 2025

Steve Martin
Town of Elsmere
11 Poplar Avenue
Elsmere, DE 19805
smartin@townofelsmere.com

Subject: FY26 NPDES Permit Services (**Project**)
KCI Project Number: 00050042_P

KCI Technologies, Inc. (“**KCI**”) is pleased to submit this professional services agreement (“**Agreement**”) to The Town of Elsmere (“**Client**”) for the services described in the Section A (SCOPE OF SERVICES) of this Agreement (“**Services**”). The Agreement 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 Agreement.

The General Provisions attached as **Exhibit A** are incorporated herein and made a part hereof. If this Agreement is executed by Client, then this Agreement and the General Provisions shall constitute a complete and legally binding contract between KCI and Client.

A. SCOPE OF SERVICES

This Agreement 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 Agreement will be Additional Services (as hereinafter defined) unless otherwise agreed to in writing by both parties.

KCI proposes to perform the following Services during FY26:

1. Illicit Discharge Detection and Elimination (IDDE) & Dry Weather Outfall Screening

Based on the Town’s existing Municipal Separate Storm Sewer System (MS4) Mapping, the Town has 54 stormwater outfalls. KCI’s two-person IDDE Field Team will visit at least 20% of the Town’s 54 outfalls (assuming 11 outfalls) during a 72-hour dry period to conduct an IDDE investigation. KCI will prepare the appropriate documentation for inclusion into an IDDE Program Annual Report, as described below.

KCI assumes we will conduct four (4) detailed Potential Illicit Discharge (PID) investigations as a result of Dry Weather Outfall Screening, or any reports of illicit discharge/dumping into the Town's MS4. As necessary, KCI will perform dye testing and/or use KCI's pole-mounted camera to properly identify the PID's source. These activities may also require KCI to conduct in-situ sampling and testing of the PID, and/or processing of a sample for testing at a certified laboratory (Assume 2 Basic and 2 Full IDDE Lab Analyses).

At the completion of the PID investigation, KCI will complete the applicable documentation, including field procedures, observations, analyses, and photographs; tracking forms; memorandums; and, laboratory analyses/chain of custody (as applicable), etc. The results of the investigation and recommendations for further action will be submitted to the Town.

KCI will prepare an IDDE Program Annual Report that summarizes all activities related to the Town's IDDE Program. This report will summarize all IDDE activities conducted by KCI, including Dry Weather Outfall Screening and PID investigations, as well as any recommendations or further actions taken by the Town to eliminate illicit discharges.

2. Street Sweeper Waste Stockpile Sampling

KCI will collect, process, and deliver one (1) sample of the town's street sweeper waste stockpile for testing at a certified laboratory. The sample collected will be representative of the entire street sweeper waste stockpile available for KCI to sample. KCI will submit the laboratory results to the Town upon receipt. The Town is responsible for submitting the results to the Delaware Solid Waste Authority.

3. Maintenance Facility Wet Weather Monitoring (WWM)

KCI will collect one (1) sample at each outfall area as depicted on the Town's Storm Water Plan (SWP). A total of two samples (1 grab sample each at 2 locations) will be collected once during a wet weather event occurring during the period of July 1, 2025 to December 31, 2025; and, once during the period of January 1, 2026 to June 30, 2026. KCI will deliver these samples to a certified laboratory for analysis, and the results will be submitted to the Town upon receipt.

The Town will be responsible for any follow-up correspondence and/or action needed due to a water quality benchmark monitoring concentration exceedance (benchmark monitoring concentrations are referenced in the Town's SWP under "Monitoring").

Note:

The total fee (included below) includes the costs associated for two "False Starts". A False Start is the preparation for a wet weather event that does not occur due to unpredictable weather conditions.

4. Annual Reporting

KCI will submit separate Annual Reports to the Town documenting the IDDE Program and Maintenance Facility Monitoring tasks conducted by KCI, as described above. KCI will provide the DNREC Annual Reporting Appendix C information for the IDDE and the Good Housekeeping portions of DNREC Appendix C. The Town will be responsible for compiling the complete Annual NPDES Report to DNREC and the complete DNREC Appendix C.

B. FEES AND PAYMENTS

The following fees are for the performance of the Services listed in Section A (SCOPE OF SERVICES). The fees listed in this section do not cover any Additional Services, Changed Conditions (as defined subsection 2.b. of the General Provisions), or any other services that are not specifically described as part of the Services. Changed Conditions or Additional Services may result in an adjustment to estimated fees and/or schedules. KCI shall bill and be paid for fees that exceed the fee estimate as a result of Changed Conditions or Additional Services in accordance with this Agreement.

KCI will submit monthly invoices for the Services and Additional Services rendered [and the Direct Expenses and Charges (as hereinafter defined) incurred]. Client agrees to comply with the payment terms at Section 9.e (PAYMENTS) of the General Provisions.

KCI's fee for the Services will be the following hourly rates listed below by personnel title or classification multiplied by the number of hours worked by each respective person:

<u>Title or Classification</u>	<u>Hourly Rate</u>
Practice Leader	\$ 225.00 / hr.
Senior Project Manager	\$ 185.00 / hr.
Project Manager	\$ 150.00 / hr.
Senior Project Scientist	\$ 135.00 / hr.
Project Scientist	\$ 115.00 / hr.
Scientist	\$ 95.00 / hr.
Field Technician II	\$ 80.00 / hr.

This Section B (FEES AND PAYMENTS) is Business Confidential and must be treated as such consistent with Section 8 (CONFIDENTIALITY) of the General Provisions.

C. DIRECT EXPENSES AND CHARGES

In addition to the above fees, Client shall also pay KCI the following expenses and charges ("Direct Expenses and Charges"):

1. \$0.70 per mile for all automobile mileage associated with KCI's normal performance of the Services.
2. Water Quality Laboratory fees at the following unit prices:
 - Basic IDDE Laboratory Analysis = \$130.00 / test.
 - Ammonia, Potassium, Surfactants.
 - Full IDDE Laboratory Analysis = \$345.00 / test.
 - Basic, Oil & Grease, Total Suspended Solids, Total Petroleum Hydrocarbons.
 - Street Sweeper Waste Stockpile Laboratory Analysis = \$1,230.00 / test.
 - Full TCLP, Ignitability, Reactive Cyanide, Reactive Sulfide, Paint Filter, Sulfate, PCB, BTEX and % Moisture.
 - WWM Laboratory Analysis = \$235.00 / test.
 - Chloride, Oil & Grease, pH, Surfactants, Total Suspended Solids.

Based upon currently available information, KCI estimates that the fees for the Direct Expenses and Charges associated with the performance of the Services will be approximately as follows:

1. Illicit Discharge Detection and Elimination (IDDE) & Dry Weather Outfall Screening	\$6,007.50
2. Street Sweeper Waste Stockpile Sampling	\$800.00
3. Maintenance Facility Wet Weather Monitoring	\$8,700.00
4. Annual Reporting	\$4,230.00
5. <u>Direct Expenses</u>	<u>\$3,330.00</u>
TOTAL	\$23,067.50

D. 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 Section B (FEES AND PAYMENTS) of this Agreement. Further, the performance of these Additional Services is not included in Section A (SCOPE OF SERVICES) unless expressly described therein.

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

For Client's reference, the below are some examples of Additional Services that may be necessary to complete the Services but that are expressly excluded from the Services listed above. In view of their exclusion from this Agreement, KCI is not and shall not be held responsible for their performance as Services unless and until a mutually agreed to written amendment is executed by the parties.

MS4 Mapping Updates (Per Week – 5 x 8hr Days)	\$ 7,617.50
Semi-Annual Comprehensive Inspection (Per Inspection – 1 Day)	\$ 785.00
Direct Expenses (Mileage Per Day)	\$ 17.50

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E. 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 written amendment when the Additional Services are ordered by the Client.

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F. CONCLUSION

KCI welcomes the opportunity to collaborate with [Client's Name] on the Project. If you have questions about this Agreement or the General Provisions, the point of contact for KCI ("POC") is Matthew Ortynsky, who may be contacted at either (302)-318-1080 or matthew.ortynsky@kci.com.

Respectfully,



Bruce R. Thompson
Practice Leader, Sr. Associate
KCI Technologies, Inc.
600 White Clay Center Drive, Newark, DE 19711
(302) 318-1068
bruce.thompson@kci.com.

ACCEPTANCE

The person executing this Agreement on behalf of Client does hereby warrant that he/she has full authority to do so. By signing this Agreement, Client hereby accepts the Agreement and General Provisions. Unless otherwise identified in Section 17 (NOTICES) of the General Provisions, Client agrees that the person executing this Agreement will be the designated recipient. This Agreement will go into effect as of the date of the signature below.

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

Town of Elsmere

BY:



Signature

Steven Martin

Name

Town Manager

Title

August 26 2025

Date