



# PUBLIC WORKS COMMITTEE MEETING

MONDAY, JUNE 6, 2022 | 6 PM

3rd committee meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.  
A quorum of Council will be present.

**PUBLIC WORKS COMMITTEE MEETING  
JUNE 6, 2022, 6PM  
CITY HALL - COUNCIL CHAMBERS  
5 E. BUTLER ROAD**

**Committee Members:** Jason Kraeling (Chair), Carol King, Michael Reynolds

- |  |                              |
|--|------------------------------|
| <b>1. <u>Call to Order</u></b>   | The Honorable Jason Kraeling |
| <b>2. <u>Public Comment</u></b>  | The Honorable Jason Kraeling |
| <b>3. <u>Reading and Approval of Minutes</u></b><br>a. Public Works Committee Meeting: April 4, 2022 [Pages 3-5]   | The Honorable Jason Kraeling |
| <b>4. <u>Reports or Communications from City Officers</u></b><br>a. Public Works Director Matt Fleahman<br>Budget Review   |                              |
| <b>5. <u>Unfinished Business</u></b><br>There is no unfinished business.   | The Honorable Jason Kraeling |
| <b>6. <u>New Business</u></b><br>a. Stormwater Task Order [Pages 6-37]<br>b. Acceptance of Loblolly Circle [Pages 38-39]<br>c. Mosquito Spraying Program [Page 40] | The Honorable Jason Kraeling |
| <b>7. <u>Public Comment</u></b>  | The Honorable Jason Kraeling |
| <b>8. <u>Committee Concerns</u></b>  | The Honorable Jason Kraeling |
| <b>9. <u>Adjournment</u></b>   | The Honorable Jason Kraeling |

MINUTES  
PUBLIC WORKS COMMITTEE MEETING  
APRIL 4, 2022, 6PM  
CITY HALL - COUNCIL CHAMBERS  
5 E. BUTLER ROAD  
3<sup>rd</sup> committee meeting

Committee Members: Jason Kraeling (Chair), Carol King, Michael Reynolds  
Others present: PW Director Matt Fleahman and City Administrator Brandon Madden

1. Call to Order- Chairman Kraeling
2. Public Comment

Mayor Merritt: I reside at 214 Fairfield Drive. As Mayor, I sit on the GPATS policy committee of approximately 31 members. In my year or so, I have seen our East Butler Road project delayed many times. I also see the Fix Woodruff Road congestion relief project get assigned priority 1 and continue to move forward. I wanted to provide you with some data that hopefully you were able to glean in the limited time you have had this agenda packet.

Let's focus on those tangible areas that will affect the citizens of Mauldin.

1. Miller Road is proposed to be closed and abandoned from appropriately 1221 Miller Road and South Oak Forest Drive, westward past Frankie's Fun Park and then to an expanded intersection just prior to the railroad tracks on to Woodruff Road as well as right onto Park Woodruff Road. This will have entrance to Frankie's Fun Park, At Home, Hamrick's and on to IHOP. There are no red lights planned at Woodruff Road.
2. A new traffic circle is planned to take traffic toward former South Oak Forest Drive into Oak Forest and Pine forest. If you look online at the revised proposal, you will notice the Woodruff Road congestion relief bringing potentially more thru traffic to the entranceways to Pine Forest and Oak Forest.

Does that fit our residents in these tranquil neighborhoods?

3. All eastbound Miller Road traffic coming from Mauldin, Five Forks, Corn Road, and Miller would be forced to negotiate 2 traffic circles in order to get to current Miller Road/Woodruff Road intersection.

There will be 2 new bridges built, one over I85 and the 2<sup>nd</sup> over I385. There will be five in total new roundabouts with the same connections to Woodruff Road. Where does the congestion go? Towards Mauldin on Miller, past the Oak Forest and Pine Forest entranceways and I have not mentioned Smith Hines Road.

Several months ago, GPATS staff, the City of Greenville Mayor and City Administrator, as well as then current Chair of County Council, requested me and Mr. Madden join them for a meeting to discuss Woodruff Congestion relief for those affected municipalities. Mr. Madden and I were scheduled elsewhere and suggested a rescheduled date. They went ahead with the meeting. Mr. Madden called several times for an update and their response was "those affected went ahead and met and made the necessary decisions to move forward."

Based on tonight's committee members needing more time to revise the website and options, plus SCDOT has another public information meeting scheduled for tomorrow night, April 5<sup>th</sup> at Beck International Academy, 901 Woodruff Road from 5:00 p.m.- 7:00 p.m. with the drawings and staff to discuss, I would suggest this committee consider holding this item and avail yourself of the educational opportunities available in order to make the best decision for the Mauldin citizens. Thank you.

3. Reading and Approval of Minutes

a. Public Works Committee Meeting: March 7, 2022

**Motion:** Councilman Reynolds made a motion to approve the minutes with Councilwoman King seconding.

**Vote:** The vote was unanimous (3-0).

4. Reports or Communications from City Officers

a. Public Works Director Matt Fleahman- Budget Review

Mr. Fleahman reported all divisions are doing well with their budgets.

Councilman Reynolds asked if we are still waiting on equipment. Mr. Fleahman answered we are waiting on a Ram 3500, a sewer jetter, and two side-arm trash trucks. There is no ETA on the trash trucks. The sewer jetter's chassis is complete, but the equipment needs to be assembled.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. Memorandum of Understanding - Woodruff Road Congestion Relief Project

This is a Memorandum of Understanding (MOU) between Greenville County, City of Greenville, and Mauldin for the purpose of establishing a focused planning effort for the area surrounding and concerning the future Woodruff Road Congestion Relief Project's parallel road. Construction is slated for 2026. The City would commit to informing the public of the project and adopt an area plan.

Councilman Reynolds said it concerns him that the meeting was held without us and what is being proposed. Councilwoman King agreed. Chairman Kraeling said if we don't participate, this project will not stop.

This item was held in committee.

Mr. Dyrhaug advised committee the City of Greenville and Greenville County will be reviewing this MOU in a workshop setting, so holding this item is not a problem. If we do not participate, it does not affect the project. SCDOT will take comments on this project during the month of April. Mauldin staff has asked that there be a specific meeting held for residents of Pine Forest and Oak Forest.

Councilwoman King asked if passing this MOU gives Mr. Dyrhaug and Mr. Madden more input into the project. Mr. Dyrhaug said no, it would not open any additional doors. Mr. Dyrhaug said he does discuss this with Greenville City and Greenville County staff. This will continue to happen regardless of the MOU.

## 7. Public Comment

Terry Merritt: The Fix Woodruff Road congestion relief is moving forward. The MOU is being presented for a project for 2026. East Butler Road is slated for 2024. Where is the MOU for this project? We are supposed to be ahead of them. The money is there, so funding is not an issue. Woodruff Road is a priority 1. You read whatever tea leaves you want to, there is no stopping the juggernaut. I find it interesting that we are supposed to hold to new standards. When you review the drawings, notice the new congestion in the relief corridor, notice the new apartments being built. I am not smart enough to understand how you address congestion, but you put new homes on the dirt right next to the congestion. I wonder if Pine Forest and Oak Forest know about this. We can't stop it, but I hope we can get East Butler Road done before there is another congestion relief project.

## 8. Committee Concerns

Councilman Reynolds said the fields looked fantastic on Opening Day. This is a comment for Public Works and Recreation.

## 9. Adjournment- Chairman Kraeling adjourned the meeting at 6:55 p.m.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

# PUBLIC WORKS COMMITTEE

## AGENDA ITEM

**MEETING DATE:** June 6, 2022

**AGENDA ITEM:** 6a

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**TO:** Public Works Committee

**FROM:** Public Works Director, Matthew Fleahman

**SUBJECT:** Stormwater Engineering Task Order 01

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### REQUEST

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Authorization is requested to approve Task Order 01 with KCI to provide stormwater project design services.

### HISTORY/BACKGROUND

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The City of Mauldin is part of Greenville County's MS4 Stormwater permit. As part of the permit, the City is responsible for drainage structures within City-Owned rights-of-way (ROWs). The Public Works Department inspects and maintains these drainage systems so that stormwater will be properly conveyed to drainage outfalls. In many portions of the City, stormwater drainage structures were constructed off the ROW and on private property. These conveyances sometimes traverse several properties before emerging back on City owned property. In accordance with State Law and City Policies, the City is not responsible for these drainage structures on private property. In instances where drainage systems on private property have been addressed by the City, the property owner and the City establish utility easements which grant access and authority over the inspection and maintenance of the newly installed/repaired drainage structure.

The City identified a need to contract KCI to inspect, design, and oversee stormwater construction projects in areas of the City where the installed drainage system is under sized, failing, or absent. This need extends to both the City-owned ROW and private property. In Council Memorandum 9-1 dated September 8, 2021, Council was provided a recommended Spending Plan for the American Rescue Plan Act (ARPA). In it, the City recommended allocating resources to address stormwater issues throughout the City.

On December 6, 2021 the City issued a Request for Proposal for On-Call Engineering Services. After thirty days, the submittal window was closed and a review team of three City employees was convened to review and score the submittals. KCI was awarded the highest score and was contacted to generate an On-Call services contract. City Council approved the contract with KCI during its March 2022 Council meeting.

## **ANALYSIS or STAFF FINDINGS**

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Representatives from Public Works and City Administration met with KCI and identified areas of known concern throughout the City. The area of concerns included Knollwood and Edgewood Drive, the Holly Springs neighborhood, the Bishop Heights neighborhood, the Harrison's Plaza, Bi-lo Distribution Center, and portions of Oak Park Drive. KCI developed the attached Task Order 01 to identify the scope of services to be provided and to outline project schedules with associated costs. Task Order 01 does not include any construction costs, as the entirety of the task order is engineering services.

## **FINANCIAL IMPACT**

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The City allocated 1,129,724 dollars in year one of the ARPA spending to fund necessary stormwater management projects that improve the City's stormwater infrastructure systems. The engineering services associated with this task order are proposed at 226,600.

## **RECOMMENDATION**

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Staff recommends the Public Works Committee and the City Council approve the Task Order 01 with KCI.

**TASK ORDER 01**

**to the**

**MSA for Professional Services**

**KCI Project Number \_\_\_\_\_**

This Task Order effective as of the date of the last signature (“Effective Date”) is entered into by **City of Mauldin** (“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>The Project:</b>	Initial City Wide Stormwater Flooding Assessment, Stormwater Asset Inventory, and Currently Identified Areas of Concern
<b>Project Address:</b>	City Wide
<b>Client’s Representative:</b>	Public Works Director: Matthew D. Fleahman
<b>KCI’s Representative:</b>	Client Liaison: Elise Harris Project Manager: Mack Kelly

All services provided by the Parties on the Project shall be governed by the terms of this Task Order and those in the Master Services Agreement for Professional Services (“MSA”) attached hereto as Attachment A and incorporated by reference herein.

The Parties shall complete this Task Order in accordance with the contract documents listed on and attached as Attachment B (the “Contract Documents”).

**Scope of Services**

KCI’s scope of services, including deliverables (the “Services”), is Task 1a is an initial City Wide Stormwater Assessment (identifying flooding and erosion issues). Task 1b is to provide conceptual recommendation for 6 currently identified areas of concern.

**Task 1a Stormwater Flooding and Erosion Assessment**

KCI will issue Request for Information to the Client to obtain available information pertaining to areas of frequent flooding and/or erosion, areas of flood and/or erosion that impact emergency responses; and erosion and stability issues. KCI will assist the Client facilitate local meetings (up to four (4), two (2) hour meetings to assist the Client collect neighborhood issues regarding flooding and/or erosion concerns.

Deliverable: Report summarizing the information obtained from the Request for Information from the Client and local meetings. An annotated map(s). will be provided as a graphic to illustrate flooding and erosion areas of concern and also depict impacts to emergency response, approximate number of residents impacted.

## Task 1b Evaluations of Known Areas of Concern

Each area of concern is addressed below:

1. **Bishop Heights** - This development gets the most complaints and would most likely be at the top of the city's list for priority. The project area consists of the following streets: Bishop Drive, Lake Street, Garrett Street and Rita Street, which are in the southwest portion of the City near Ashmore Bridge Road (State Road 448). (See Exhibit A, Site 1).

Our understanding of the specific issue to be studied are as follows: The development consists of catch basins and ditches, but most of the ditches have been filled in. Homeowners have created diversion ditches in their back yards that were not permitted by the Client. The issue is at Lot 435 where stormwater is directly conveyed from a pond on the west side of the development at their property. The goal would be to convey stormwater more effectively.

Primary elements of the project study include:

- Participation in Client/KCI Kickoff Meeting (site visit)
  - Watershed/Subwatershed Delineation
  - Conduct Field Observations to develop Map of Existing Conditions
  - Prepare an Existing Conditions Map (Conceptual – no surveying)
  - Evaluation of Existing Conditions
  - Prepare Conceptual Designs (up to 3 alternatives)
  - Prepare 15% Plans / Preliminary Design
  - Develop an Opinion of Probable Construction Cost
  - Participation in Client/KCI Conceptual Alternatives Review meeting for discussion of alternatives.
  - Submit brief report summarizing existing conditions, issues and challenges. Each alternative design will provide a basis for design of alternatives, the preliminary design plan and an opinion of probable construction cost. A recommendation on the selected alternative will also be provided.
2. **Harrison Plaza** – The project area consists of the following streets: Carlton Drive, Pinehurst Drive and Lanier Lane, which are in the southern portion of the City near the New Neely Ferry Road (State Road 144). (See Exhibit A, Site 2).

Our understanding of the specific issue to be studied are as follows: The site has a large impervious area and does not have any stormwater controls since it was constructed most likely in the 60's. Stormwater is draining to the development along Carlton Drive and Pinehurst Drive. These roads flood and the flooding overtops the roads. The pond between the plaza and the homes is privately owned, and the City is not interested in taking it over or modifying it. There is a large swale that has been constructed between lots 201 and 205 along Pinehurst Drive that we would need to look at since it is conveying stormwater from Ranch Creek. A feasibility study would be done to look at the best options for conveying stormwater.

Primary Elements of the project study include:

- Participation in Client/KCI Kickoff Meeting (site visit)

- Watershed/Subwatershed Delineation
- Conduct Field Observations to develop Map of Existing Conditions
- Prepare an Existing Conditions Map (Conceptual – no surveying)
- Evaluation of Existing Conditions
- Prepare Conceptual Designs (up to 3 alternatives)
- Prepare 15% Plans / Preliminary Design
- Develop an Opinion of Probable Construction Cost
- Participation in Client/KCI Conceptual Alternatives Review meeting for discussion of alternatives.
- Submit brief report summarizing existing conditions, issues and challenges. Each alternative design will provide a basis for design of alternatives, the preliminary design plan and an opinion of probable construction cost. A recommendation on the selected alternative will also be provided.

3. **Knollwood Drive** – The project area consists of the following streets: Knollwood Drive, Edgewood Drive and Devon Drive, which are in the western portion of the City near North Main Street (US-276). (See Exhibit A, Site 3).

Our understanding of the specific issue to be studied are as follows: Stormwater flows down Edgewood Drive and is directed to lot 417 along Knollwood Drive. The homeowner has made several complaints of flooding and looks to have dug swales along the western side of his property to help relieve the flooding. Edgewood Drive was recently paved, so although curb & gutter would be a likely option. It may be better to look at some greener alternatives (such as bioswales) that would not require tearing up the newly paved road. The right-of-way along the roads is roughly 15'-30' from centerline. A feasibility study would be done to look at different options.

Primary Elements of the project study include:

- Participation in Client/KCI Kickoff Meeting (site visit)
- Watershed/Subwatershed Delineation
- Conduct Field Observations to develop Map of Existing Conditions
- Prepare an Existing Conditions Map (Conceptual – no surveying)
- Evaluation of Existing Conditions
- Prepare Conceptual Designs (up to 3 alternatives)
- Prepare 15% Plans / Preliminary Design
- Develop an Opinion of Probable Construction Cost
- Participation in Client/KCI Conceptual Alternatives Review meeting for discussion of alternatives.
- Submit brief report summarizing existing conditions, issues and challenges. Each alternative design will provide a basis for design of alternatives, the preliminary design plan and an opinion of probable construction cost. A recommendation on the selected alternative will also be provided.

4. **Bi-Lo Distribution Center** - The project area consists of the following streets: Swinton Street, Middleton Lane, Woodridge Circle and Bi Lo Boulevard, which are in the northern portion of the City near the Miller Road (Highway 564). (See Exhibit A, Site 4).

Our understanding of the specific issue to be studied are as follows: Stormwater from the large industrial/commercial sites to the west is being conveyed to the development along Middleton Lane, Swinton Drive and Woodridge Circle that is causing flooding issues in several areas. It appears that the Bi Lo Distribution Center has constructed several swales along Bi-Lo Boulevard in an effort to mitigate the flooding. There is a brick swale that was built by Bi-Lo between lots 107 & 109 along Swinton Drive. There is also a pipe that runs very close to the back of a house on Lot 100 on Swinton Drive and then turns and runs between lots 115 & 114, and 113 & 111 to a catch basin along Woodridge Circle. The pipe on lot 100 is failing and the homeowner has dug a ditch to keep stormwater from flowing on to the property. The remainder of the failing pipe is causing sink holes the size of cars on lots 115 & 114. There is also a large swale between lots 121 & 119 along Woodridge Circle that ultimately drains to Gilder Creek. The current piping is undersized for the amount of stormwater that is coming from the industrial/commercial site. This project would most likely be the most complex.

Primary Elements of the project study include:

- Participation in Client/KCI Kickoff Meeting (site visit)
  - Watershed/Subwatershed Delineation
  - Conduct Field Observations to develop Map of Existing Conditions
  - Prepare an Existing Conditions Map (Conceptual – no surveying)
  - Evaluation of Existing Conditions
  - Prepare Conceptual Designs (up to 3 alternatives)
  - Prepare 15% Plans / Preliminary Design
  - Develop an Opinion of Probable Construction Cost
  - Participation in Client/KCI Conceptual Alternatives Review meeting for discussion of alternatives.
  - Submit brief report summarizing existing conditions, issues and challenges. Each alternative design will provide a basis for design of alternatives, the preliminary design plan and an opinion of probable construction cost. A recommendation on the selected alternative will also be provided.
5. **Oak Park Drive** - The project area consists of the following streets: Oak Park Drive, Barrett Drive and Elkwood Street, which relatively in the center of the City near the East Butler Road (State Road 107) thorough fare. (See Exhibit A, Site 5).

Our understanding of the specific issue to be studied are as follows: The stormwater currently runs between lots 126 & 128 along Oak Park Drive and then is directed behind the house of lot 133, across Elkwood Street and through lot 100 & 228 before it reaches a catch basin along Barrett Drive. This path does not match what is shown in GIS. The pipe running through lot 133 is dangerously close to the foundation. The homeowner for Lot 100 has a dug swale along the property to direct stormwater (assuming this was done to direct it away from the house). There is also a large culvert under Barrett Drive between lots 216 & 220 that goes under the road and between lots 215 & 217 that ultimately drains into Gilder Creek. An easement would be needed to do stream restoration in this area. The City would like to get some options and have stated that a buyout would be considered.

Primary Elements of the project study include:

- Participation in Client/KCI Kickoff Meeting (site visit)
  - Watershed/Subwatershed Delineation
  - Conduct Field Observations to develop Map of Existing Conditions
  - Prepare an Existing Conditions Map (Conceptual – no surveying)
  - Evaluation of Existing Conditions
  - Prepare Conceptual Designs (up to 3 alternatives)
  - Prepare 15% Plans / Preliminary Design
  - Develop an Opinion of Probable Construction Cost
  - Participation in Client/KCI Conceptual Alternatives Review meeting for discussion of alternatives.
  - Submit brief report summarizing existing conditions, issues and challenges. Each alternative design will provide a basis for design of alternatives, the preliminary design plan and an opinion of probable construction cost. A recommendation on the selected alternative will also be provided.
6. **Holly Springs** - This development was built in the 1960's or 1970's and has failing corrugated metal metal storm drain piping and crumbling catch basins. The project area consists of the following streets: Brookbend Road, Springvale Drive, Beechwood Court, Blackgum Court, Brookend Court, Poplar Lane and Old Bridges Road, which are in the northeast portion of the City near the Bridges Road and East Butler Road (State Road 107). (See Exhibit A, Site 6).

Our understanding of the specific issue to be studied are as follows: In several places, rather than having a 90 degree bend, the piping cuts through the corner of several lots. The ditch was re-done between lots 132-136. The owner of Lot 126 purchased the vacant lot adjoining the property and provided the City with a drainage easement. The City thinks that redoing the storm drain in the entire neighborhood maybe required. Stormwater from this development goes to Gilder Creek.

Primary Elements of the project study include:

- Participation in Client/KCI Kickoff Meeting (site visit)
- Watershed/Subwatershed Delineation
- Conduct Field Observations to develop Map of Existing Conditions
- Prepare an Existing Conditions Map (Conceptual – no surveying)
- Evaluation of Existing Conditions
- Prepare Conceptual Designs (up to 3 alternatives)
- Prepare 15% Plans / Preliminary Design
- Develop an Opinion of Probable Construction Cost
- Participation in Client/KCI Conceptual Alternatives Review meeting for discussion of alternatives.
- Submit brief report summarizing existing conditions, issues and challenges. Each alternative design will provide a basis for design of alternatives, the preliminary design plan and an opinion of probable

construction cost. A recommendation on the selected alternative will also be provided.

**Project Schedule**

KCI shall perform the Services in accordance with the schedule (“Project Schedule”) provided below.

Task 1a is 3 months

Task 1b is 12 months (some can be performed at the same time)

1. Bishop Heights is 3 months
2. Harrison Plaza is 3 months
3. Knollwood Drive is 2 months
4. Bi-Lo Distribution Center is 3 months
5. Oak Park Drive 3 is months
6. Holly Springs is 3 months

**Fee and Payment**

KCI’s fee for completion of the Services in accordance with the Contract Documents is

Task 1a is \$27,000,

Task 1b is \$199,600

1. Bishop Heights \$27,500
2. Harrison Plaza \$38,800
3. Knollwood Drive \$20,100
4. Bi-Lo Distribution Center \$45,700
5. Oak Park Drive \$40,100
6. Holly Springs \$27,400

Total for Task 1 is **\$226,600.**

KCI shall comply with the invoicing procedures described in the MSA.

**Special Terms and Conditions**

In the event of a conflict between the following terms and conditions and the MSA with regard to the Services, the terms and conditions listed in this Special Terms and Conditions Section shall govern.

(Any terms and conditions that vary from the MSA to be inserted.)

In the event of any other conflict between the terms hereof and the MSA, the terms of the MSA shall govern.

**IN WITNESS WHEREOF**, the Parties have caused this Task Order 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 Task Order.

**City of Mauldin**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**KCI Technologies, Inc.**

BY:



\_\_\_\_\_  
Signature

C. Wesley Hulsey

\_\_\_\_\_  
Name  
VP, Regional Practice Leader

\_\_\_\_\_  
Title

May 2, 2022

\_\_\_\_\_  
Date

**Attachment A to Task Order**

**MSA**

RESOLUTION 2022- 5

**A RESOLUTION APPROVING AN AGREEMENT  
WITH KCI TECHNOLOGIES, INC.**

**WHEREAS**, the City of Mauldin desires to enter into an agreement with KCI Technologies, Inc. (“KCI”) for stormwater project design and engineering services; and,

**WHEREAS**, KCI has presented the City with a Master Services Agreement attached hereto as Exhibit “A” (the “Agreement”); and,

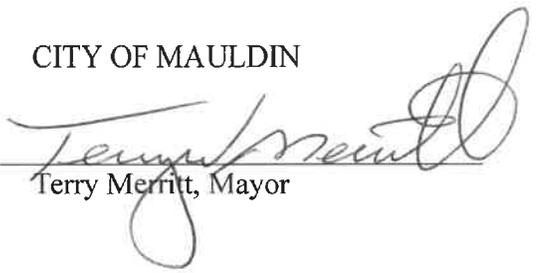
**WHEREAS**, the City finds and determines that the Agreement is appropriate and in the best interests of the City.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Members of Council of the City of Mauldin, as follows:

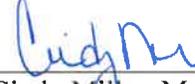
**Section 1.** The Agreement between the City of Mauldin and KCI Technologies, Inc. is hereby approved, and the Mayor is authorized to execute and deliver the Agreement and any related documents on the behalf of the City.

ADOPTED this 21 day of March, 2022.

CITY OF MAULDIN

BY:   
Terry Merritt, Mayor

ATTEST:

  
Cindy Miller, Municipal Clerk

**MASTER SERVICES AGREEMENT**  
**for**  
**PROFESSIONAL SERVICES**

THIS MASTER SERVICES AGREEMENT for PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date of the last signature (“Effective Date”), by and between **City of Mauldin (hereinafter “Client”)** with a business address of **5 East Butler Road, Mauldin, SC 29662**, and **KCI Technologies, Inc. (hereinafter “KCI”)** with a business address of **106 Clair Drive, Piedmont, SC 29673**. Client and KCI shall be referred to herein as the “Parties” with one individually referenced as a “Party.”

WHEREAS, the Parties contemplate that Client may elect to engage KCI from time to time through individual Task Order to perform services for certain projects (each, a “Project”).

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the Parties as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated into the body of this Agreement.
2. **Purpose.** This Agreement provides the terms and conditions upon which Client shall procure, and KCI and its Affiliates shall provide, services in accordance with each Task Order (see template Task Order in Exhibit A) negotiated by the Parties. “Affiliate(s)” of a Party shall mean any person or entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with, a Party. Any reference herein to “KCI” shall mean KCI or its relevant Affiliates.
3. **Term.** The term (“Term”) of this Agreement shall initially be three (3) year(s) from the Effective Date. The Term shall be automatically extended for up to three (3) consecutive additional one (1) year periods unless either Party gives written notice that it does not wish to extend upon not less than thirty (30) days prior to the expiration of such term or otherwise terminates in accordance with provisions herein and subject to the termination rights within this Agreement.
4. **General Responsibilities of KCI.**
  - a) KCI shall be solely responsible for performing the services (the “Services”) described in the Task Order described in Section 5 hereof (each, a “Task Order”) in accordance with the Standard of Care defined herein and subject to the Contract Documents as listed in the relevant Task Order. Further, KCI shall provide in reasonably timely fashion, upon written request of Client, such information identified by Client as needed for the timely completion of the Services.
  - b) 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 (“Standard of Care”). 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. Task Order.**

- a) With respect to each Project hereunder, Client shall issue a Task Order setting forth a description of the Project, including the location(s) and nature of the Project; the names and contact information for Client's and KCI's representatives; the Services; the schedule for completion; the fee and payment procedure; any terms and conditions varying from those stated herein; and, a listing of the all relevant documents, attachments and exhibits (“Contract Documents”).
- b) No Task Order shall be considered accepted by KCI or binding upon the Parties until execution by a KCI authorized representative.
- c) Client may withdraw the Task Order in the event it is not executed by KCI within ten (10) business days of KCI's receipt.
- d) Depending upon the Services in any given Task Order, certain additional services (“Additional Services”) may be required or necessary that KCI cannot determine or estimate at the time of the Task Order. For this reason, the fee for Additional Services is not included in the "Fees" section of the Task Order. Further, the performance of these Additional Services is not included in the Services and must be described in a Supplement Task Order to the original Task Order.

**6. Fee and Payment.** The sum to be paid by Client to KCI for a Project (“Fee”) and the details of the payment schedule shall be stated in the relevant Task Order, whether as total project dollars or on a per unit or per hour basis, as applicable. Fees shall be paid in accordance with payment schedules detailed in the relevant Task Order, this Agreement, or attachments hereto.

- a) In the absence of a payment schedule in a Task Order, invoices submitted by KCI to Client are due and payable in full no later than thirty (30) days after the satisfaction of all payment conditions stated herein including the provision of all required documentation for the Services reflected in any particular invoice. 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 each Task Order.
- b) All invoices and requests for payment from Client shall be submitted in accordance with Exhibit B, unless otherwise required in a Task Order.

- c) Records of KCI's costs and expenses pertinent to its Task Order under this Agreement will be kept in accordance with generally accepted accounting practices. All financial records related to this Agreement will be made available to Client for audit at any time reasonably requested. KCI will keep all financial records for at least two (2) years after Project completion.
  - d) Notwithstanding any dispute between Client and KCI including any withholding made in good faith by Client, KCI shall carry on with performance of the Task Order to be provided hereunder by KCI and maintain its progress notwithstanding such withholding or dispute, so long as Client continues to make payments to KCI of all undisputed items and undisputed amounts in accordance with the terms of this Agreement unless client notifies KCI to stop the work pursuant to Section 17 of this Agreement.
  - e) Fees and payments for Additional Services shall be in addition to the Fee set forth in the Task Order and shall be billed and paid on the same fee and payment terms applicable to the Task Order unless otherwise agreed to in writing by the Parties.
7. **Right of Entry; Permits; Safety.** Client agrees to provide rights of entry and all permits necessary for the completion of the Services under each Task Order at no cost to KCI unless otherwise defined in the Task Order.

If the Services require KCI personnel to be at a Project site, that is not under the control of the Client, KCI agrees it is responsible for the health and safety of its employees and anyone for whom it is legally liable and will comply with Client's or any of Client's contractors or representatives reasonable health and safety requirements while at a Project site. KCI acknowledges and agrees that Client, if it is not in control of the Project site, is not responsible or liable for KCI's safety while at a Project site. KCI agrees to comply with 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 its contractors or representatives.

8. **Change Orders.**

- a) A Task Order may be amended from time to time upon written agreement of the Parties and execution of a modification to the Task Order ("Change Order"). All Change Orders must be in writing. If Client rejects a request from KCI for a Change Order, KCI shall proceed to fulfill its obligations under this Agreement and the last version of the applicable Task Order.
- b) 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 Client or documents provided by 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 how to proceed with the Task Order.

9. **Insurance.** KCI shall provide and maintain insurance coverage in accordance with the following:

- a) KCI shall maintain insurance coverages at its own cost and expense for the duration of this Agreement and for three (3) years after expiration or termination of this Agreement. KCI's insurance coverages shall be issued by nationally reputable and reliable companies that are authorized to transact business in the State where the Project is taking place.
- b) KCI shall provide certificates of insurance, which include the Project Name, verifying the minimum required insurance coverage limits, and endorsements stating additional insureds and waiver of subrogation requirements. Certificates and endorsements shall also be provided on this Agreement's anniversary date, and at least two (2) weeks prior to policy expiration, validating policy renewal or extension. Within two (2) weeks of receipt of notice of cancellation, reduction in coverage, or non-renewal, KCI shall provide Client with certificates confirming replacement or reinstatement of the required coverage. If, due to claims made or paid, the aggregate limits are reduced below the limits required hereunder, KCI shall immediately obtain additional insurance to restore the full aggregate limits and provide Client with a certificate satisfactory to Client validating compliance with this provision.
- c) This Agreement is contingent on KCI obtaining and maintaining insurance in the same form and coverage as stated in the Task Order, but not less than the following limits.
  - (1) Broad Form Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, to include products and any completed operations.
  - (2) Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - (3) Umbrella Liability: \$1,000,000 per occurrence, following form.
  - (4) Workers' Compensation: Limits as required by State of South Carolina, including, Employers' Liability with the following limits:
    - \$100,000 each accident
    - \$500,000 disease/policy limit
    - \$100,000 disease/each employee

- (5) Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for three years following contract completion.)
- \$1,000,000 per occurrence
  - \$2,000,000 aggregate
- d) KCI's insurance, except workers compensation and professional liability, shall identify Client as an additional insured and shall contain a provision assuring that said coverage will not materially change or terminate without first providing Client thirty (30) days' advanced written notice (ten (10) days' prior written notice for failure to pay premium).
- e) Client shall not be liable for any deductibles on additional insured coverage, and any coverage maintained by Client shall be excess and noncontributing. The required insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of liability. Coverage shall contain no non-standard or non-ISO limitations on the scope of protection afforded to Client and its respective officers, directors, agents, and employees.
- f) Failure of Client to demand such certificates, endorsements, or other evidence of full compliance with these insurance requirements or failure of Client to identify a deficiency from evidence that is provided shall not be construed as a waiver of KCI's obligation to maintain such insurance.
- g) KCI shall provide Client with prompt and timely notice of claims made or suits instituted that arise out of or result from KCI's performance of this Agreement, and that involve or may involve coverage under any of the required liability policies.
- h) If KCI is authorized to use subconsultants, then KCI shall require that each of its subconsultants comply with these same insurance coverage requirements.

#### **10. Indemnification.**

- a) KCI shall indemnify and hold harmless 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.
- b) KCI shall indemnify, defend and hold harmless 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.
- c) 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.

- d) The South Carolina Tort Claims Act limits the amount of damages which may be recovered from any governmental entity in the State of South Carolina. The City maintains liability insurance through the South Carolina Municipal Reserve Fund (“SCMIRF”) with policy limits specified in the South Carolina Tort Claims Act providing liability insurance for the City and its employees for acts of negligence caused by employees or agents acting on behalf of the City. The City agrees to maintain this policy during the duration of this Agreement.
- e) Neither Client nor KCI shall be obligated to indemnify the other Party in any manner whatsoever for the other Party’s own negligence.

**11. Recordkeeping.** Client shall have the right to audit KCI's records for a period of three (3) years following submission of KCI's final invoice under this Agreement.

**12. General Warranties.** Each Party represents and warrants that there are no actions, suits or proceedings pending and served against it before any court or administrative agency that would materially impair such Party's performance of its obligations under this Agreement of any accepted Task Order. Each Party has full power and authority to execute, deliver and perform its obligations under this Agreement. Each Party represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations, or orders issued by any public or governmental agency, body, or authority, whether Federal, state, local or otherwise, and has obtained all applicable permits and licenses to perform the Services required of such Party in connection with its obligations under this Agreement and will maintain those permits and licenses for the duration of this Agreement.

**13. KCI Warranties.** KCI represents and warrants:

- a. That it is duly qualified to do business and is in good standing in the locations in which the Services shall be performed.
- b. That it shall provide the Services for each Project described in a Task Order, performed in accordance with the Standard of Care set forth herein.

**14. Force Majeure.** If and to the extent that either Party is prevented, precluded or hindered from performance under a Task Order 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. A time extension is the only remedy for a force majeure circumstance.

**15. Notice.** 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:

As to Client:  
Brandon Madden  
and Matt Fleahman  
City of Mauldin

5 East Butler Street  
Mauldin, SC 29662  
(864) 289-8904 (Telephone)  
bmadden@mauldincitysc.com  
[mfleahman@mauldincitysc.com](mailto:mfleahman@mauldincitysc.com) (Email)

As to KCI:  
David DePratter  
KCI Technologies, Inc.  
106 Clair Drive  
Piedmont, SC 29673  
(864) 714-1298 (Telephone)  
[david.depratter@kci.com](mailto:david.depratter@kci.com) (Email)

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 contact 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 16.

**16. Intellectual Property and Project Deliverables.** The following terms shall govern all deliverables under any Task Order subject to the express terms of the relevant Task Order.

- a. Upon final payment, KCI assigns 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 Task Order. "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.

- b. Until final payment and during the provision of the 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.
- c. 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.
- d. 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.

- e. In the event Client or 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.
- f. 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.

#### **17. Termination and Suspension.**

- a. **Termination for Convenience.** Client shall have the right at any time to terminate a Task Order in whole, or in part, by written notice to KCI. Upon receipt of this notice, KCI shall discontinue performing any Services, will not incur any further expenses and shall promptly cancel all orders for Services, materials, or supplies relating to the Project. In the event of termination for convenience, Client shall pay KCI for all Services performed through the date of termination and subject to all conditions for payment set forth herein. In no event shall Client be obligated to pay for lost or anticipated profit on Services not performed.
- b. **Termination for Cause.** Either Party may terminate this Agreement or a given Task Order 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.
- c. **Suspension.** Client may suspend all or a portion of KCI's performance of a Task Order by giving written notice to KCI. Upon receipt of this notice, KCI shall discontinue performing any Services, will not incur any further expenses and shall promptly cancel all orders for Services, materials, or supplies relating to the Project. Should Client thereafter request performance of the Task Order to resume, the time for KCI's completion of its performance of the Task Order shall be extended by at least the number of days the performance of the Task Order is suspended and the Fee to KCI shall be equitably adjusted in writing to provide for expenses incurred

due to the interruption and resumption service. If the period of suspension exceeds ninety (90) consecutive days, either Party may terminate the Task Order by written notice to the other Party, and Client shall pay KCI for all Services performed through the date of suspension and subject to all conditions for payment set forth herein.

- d. Consistent with above Section 17, Intellectual Property and Project Deliverables, KCI will provide to Client all Documents and Materials, whether complete or in progress, upon notice of termination.

**18. 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 19 will expire three (3) years after the expiration or termination of the Agreement.

No publicity releases (including news releases and advertising) pertaining to this Agreement or a Task Order hereunder shall be issued by either Party without the prior

written approval of the other Party.

**19. Dispute Resolution.**

- a. 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) business 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 its 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.
- b. If mediation fails to resolve the Claims within six (6) months, the Claims may be submitted for determination through litigation in a court of competent jurisdiction in the County or City consistent with Section 21, Governing Law, below. Prior to the exercise of this right, the Party seeking judicial relief shall have provided the other Party thirty (30) days prior written notice before filing such judicial action.
- c. 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.
- d. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY AS TO ANY CLAIM, COUNTERCLAIM, OR CAUSE OF ACTION OF ANY KIND OR NATURE EITHER MAY HAVE HAD ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TASK ORDER PERFORMED HEREUNDER.**

**20. Governing Law.** This Agreement and any Task Order are subject to the following:

- a. The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendment thereto shall be governed by the laws of the State in which the Project is located, excluding its rules with respect to conflict of laws.
- b. All litigation arising under this Agreement shall be in the state courts located in the county or municipality in which the Project is located.

**21. Miscellaneous Provisions.**

- a. KCI agrees that all subconsulting agreements made pursuant to this Agreement shall be made expressly subject to all of the terms and conditions of this Agreement and the Contract Documents.
- b. KCI shall comply with data privacy and cybersecurity requirements as required by

Client and will provide documentation confirming compliance as requested by Client. KCI represents and warrants that it has cybersecurity and data privacy policies, practices and procedures, and complies with current industry best practices. KCI will provide a copy of its most recent cybersecurity audit report excluding privileged information, or its equivalent, if requested by Client.

- c. 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.
- d. The Parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of 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.
- e. This Agreement and the Contract Documents contain all the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise regarding the subject matter of this Agreement exist. Any change in, addition to or waiver of the terms and conditions of this Agreement shall be binding only if approved in writing by an authorized representative of the Parties.
- f. Both Parties agree that KCI is an independent contractor and shall act at all times as an independent contractor hereunder. Neither KCI nor anyone employed by or acting for or on behalf of KCI shall ever be construed as an employee of Client and Client shall not be liable for employment or withholding taxes respecting KCI or any employee of KCI. KCI shall take all steps to ensure that KCI and KCI's employees are treated as independent contractors. To the extent permitted by law, KCI, for KCI and for anyone claiming through KCI, waives any and all rights to any consideration, compensation or benefits, except as expressly provided for herein. KCI shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subconsultants. KCI shall have the right to direct and control the employees supplied by KCI, including, without limitation, the right to terminate the employment of such employees, the right to discipline such employees, and the right to require the employees to adhere to certain policies and procedures of KCI. KCI shall provide health insurance coverage to employees supplied by KCI that is compliant with the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq. (2010), as amended or replaced (the "ACA"), or otherwise comply with the provisions of the ACA, including, without limitation, the payment of any penalties or excise taxes with respect to employees supplied by KCI. KCI shall require its subconsultants to comply with these requirements and shall, upon request, provide KCI a copy of its agreement with each subconsultant evidencing the same, in KCI's sole discretion. KCI shall indemnify, defend (if requested), and hold harmless Client from and against any and all liabilities, expenses, costs (including,

without limitation, reasonable attorneys' fees and court costs), penalties, judgments, claims, excise taxes, damages, or other liabilities of any kind arising out of the failure by KCI or its subconsultants to comply with these Section 22(f) requirements.

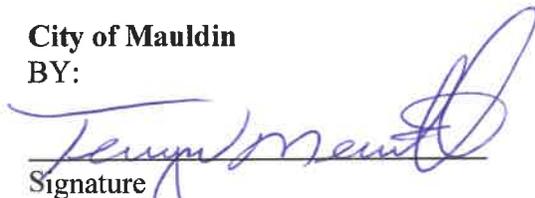
- g. If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention 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.

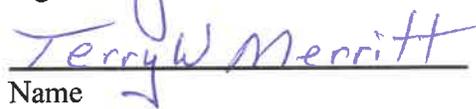
*Remainder of page left blank intentionally, signature page follows*

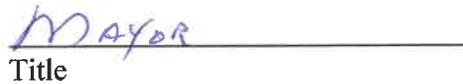
**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

**City of Mauldin**

BY:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**KCI Technologies, Inc.**

BY:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

**Exhibit A to MSA  
SAMPLE TASK ORDER**

to the

**MSA for Professional Services**

**KCI Project Number \_\_\_\_\_**

This Task Order effective as of the date of the last signature (“Effective Date”) is entered into by **City of Mauldin** (“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>The Project:</b>	
<b>Project Address:</b>	
<b>Client’s Representative:</b>	
<b>KCI’s Representative:</b>	

All services provided by the Parties on the Project shall be governed by the terms of this Task Order and those in the Master Services Agreement for Professional Services (“MSA”) attached hereto as Attachment A and incorporated by reference herein.

The Parties shall complete this Task Order in accordance with the contract documents listed on and attached as Attachment B (the “Contract Documents”).

**Scope of Services**

KCI’s scope of services, including deliverables (the “Services”), is (provide detailed description.)

**Project Schedule**

KCI shall perform the Services in accordance with the schedule (“Project Schedule”) provided below.

**Fee and Payment**

KCI’s fee for completion of the Services in accordance with the Contract Documents is (insert the fee).

KCI shall comply with the invoicing procedures described in the MSA.

**Special Terms and Conditions**

In the event of a conflict between the following terms and conditions and the MSA with regard to the Services, the terms and conditions listed in this Special Terms and Conditions Section shall govern.

(Any terms and conditions that vary from the MSA to be inserted.)

In the event of any other conflict between the terms hereof and the MSA, the terms of the MSA shall govern.

**IN WITNESS WHEREOF**, the Parties have caused this Task Order 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 Task Order.

**City of Mauldin**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**KCI Technologies, Inc.**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment A to Task Order**

**MSA**

**Attachment B to Task Order**

**Contract Documents**

(Include all relevant documents, attachments, and exhibits.)

**Exhibit B to MSA**

**Invoice Processing**

## 2022 HOURLY RATE SCHEDULE

Principal Engineer/Scientist.....	\$ 240.00
Project Manager III .....	\$ 215.00
Project Manager II .....	\$ 190.00
Project Manager I .....	\$ 175.00
Project Engineer III .....	\$ 155.00
Project Engineer II .....	\$ 150.00
Project Engineer I .....	\$ 145.00
Engineering Technician III.....	\$ 115.00
Engineering Technician II.....	\$ 105.00
Engineering Technician I.....	\$ 100.00
CAD Technician III .....	\$ 115.00
CAD Technician II .....	\$ 110.00
CAD Technician I .....	\$ 100.00
GIS Analyst.....	\$ 110.00
Senior Construction Manager.....	\$ 170.00
Construction Manager.....	\$ 125.00
Construction Specialist II .....	\$ 115.00
Construction Specialist I .....	\$ 105.00
Clerical .....	\$ 80.00
Mileage (per mile) .....	IRS Standard Mileage Rate

**TERMS AND CONDITIONS:**

In the event KCI desires to increase its hourly rates for its services, it will notify the City requesting approval of the increase. The City will respond within 30 days whether or not it will agree to an increased rate.

**Reimbursable Expenses** (printing, supplies, shipping, meals, lodging, consultants, testing, drilling, etc.) shall be included on invoices as the expenses are incurred at COST plus a 5% handling fee. KCI will itemize the reimbursable expenses on each invoice.

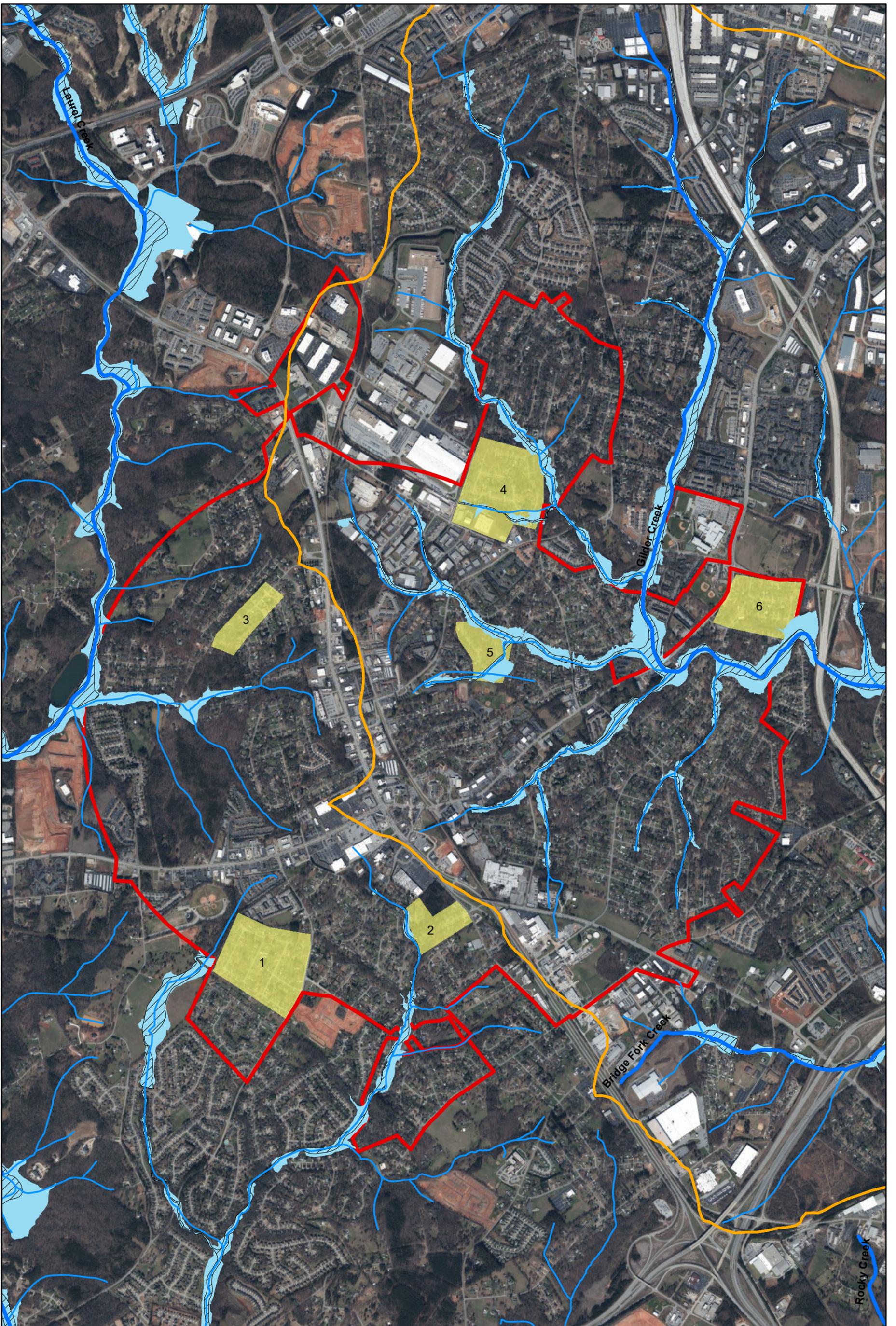
**Hourly Rates** do not include travel or other reimbursable costs.

**Attachment B to Task Order**

**Contract Documents**

(Include all relevant documents, attachments, and exhibits.)

## **Exhibit A**



  City Limits (GIS) ~5 sq mi  
 Streams  
 FEMA Zone AE  
 FEMA Floodway

0 875 1,750  
Feet

SCDNR Aerial Imagery 2020.

# PUBLIC WORKS COMMITTEE

## AGENDA ITEM SUMMARY

**MEETING DATE:** June 6, 2022  
**AGENDA ITEM:** 6b

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**TO:** Public Works Committee  
**FROM:** City Administrator Brandon Madden  
**SUBJECT:** Acceptance of Loblolly Circle Extension (Road Number F-PD-72)

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### **REQUEST**

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Direction on the acceptance of Loblolly Circle Extension (Road Number F-PD-72) into the City's road inventory.

### **HISTORY/BACKGROUND**

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Stanley Martin Homes is working to begin construction of the Parkland Phase 2 residential development off of Loblolly Circle Extension (Road Number F-PD-72). Loblolly Circle Extension is currently a private drive and Stanley Martin has requested that the road become a public road after the proposed improvements are completed.

The road is located in unincorporated Greenville County. Greenville County has informed the City that they do not have any interest in owning the road because it is not accessible via any other county roads. Direction is being requested on the City's position on accepting the road into the City's inventory.

### **ANALYSIS or STAFF FINDINGS**

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Greenville County currently maintains Loblolly Circle from Ridge to the Greenville City/Mauldin City Limits (approximately 315 ft). From this point to the 90 degree bend is jointly maintained, the left side of the road is Greenville City and the right side is Mauldin.

The Parkland development is in the City limits and has 3 Phases. Phase 1, which is under construction, includes 147 townhomes. Phase 2 will have 93 townhomes and Phase 3 will have 97 townhomes. Phases 2 and 3 will be accessed via Loblolly Circle Extension. Phase 1 has multiple entrances off of Loblolly Circle which is before Loblolly Circle Extension.

If taken over by the City, Loblolly Circle Ext. will have to meet the City's road standards and will include a small portion of the county maintained Loblolly Circle so the City's road ownership would be continuous.

### **FISCAL IMPACT**

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Minimal.

### **RECOMMENDATION**

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Council direction is being requested.

### **ATTACHMENTS**

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Aerial Map of Loblolly Circle Ext.



# PUBLIC WORKS COMMITTEE

## AGENDA ITEM

**MEETING DATE:** June 6, 2022

**AGENDA ITEM:** 6c

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**TO:** Public Works Committee  
**FROM:** Public Works Director, Matthew Fleahman  
**SUBJECT:** Mosquito Spraying

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### REQUEST

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Authorization is requested to eliminate the city-wide mosquito fogging program.

### HISTORY/BACKGROUND

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The City of Mauldin Public Works has actively participated in a city-wide mosquito fogging program for many years. The fogging program's aim is to eliminate adult mosquitos and larva as a means of vector control. Public Works utilizes a synthetic chemical called Permethrin as the insecticide. Public Works staff work after hours over night on weekends during the months of May through October to fog the entire City.

The synthetic chemical Permethrin is classified by the United States Environmental Protection Agency as a likely human carcinogen. Excessive exposure to Permethrin can cause nausea, headache, muscle weakness, shortness of breath, and seizures. The spraying of the chemical is regulated, and workers must be licensed as a commercial pesticide applicator to use the product.

### ANALYSIS or STAFF FINDINGS

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Public Works has logged a significant number of complaints about the program and has been asked to stop this activity. The fogging of Permethrin not only kills mosquitos, but many other insects including bees. Studies have shown that the chemical is also harmful to aquatic life. Residents have also expressed concerns about the exposure of their pets (cats and dogs) to the chemical. Public Works cannot identify the efficiency of the program; however, studies have shown that fogging will kill only part of the mosquitos in the area for a few days.

### FINCANCIAL IMPACT

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The City allocates 5,000 annually to the mosquito control program within the Parks and Grounds budget.

### RECOMMENDATION

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Staff does not make any recommendations at this time, this issue is being brought before Committee in response to a number of requests from City residents.