

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, MAY 05, 2020

5:00 PM

RICHLAND COUNTY COUNCIL 2020



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Council

Special Called
May 05, 2020 - 5:00 PM

2020 Hampton Street, Columbia, SC 29201

1. CALL TO ORDER

The Honorable Paul Livingston
Chair Richland County Council

a. ROLL CALL

2. INVOCATION

The Honorable Jim Manning

3. PLEDGE OF ALLEGIANCE

The Honorable Jim Manning

4. PRESENTATION OF PROCLAMATIONS

a. Building Safety Proclamation

5. APPROVAL OF MINUTES

The Honorable Paul Livingston

a. Regular Session: April 21, 2020 [PAGES 9-35]

6. ADOPTION OF AGENDA

The Honorable Paul Livingston

7. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Larry Smith,
County Attorney

8. CITIZEN'S INPUT

The Honorable Paul Livingston

a. For Items on the Agenda Not Requiring a Public Hearing

9. CITIZEN'S INPUT

The Honorable Paul Livingston

a. Must Pertain to Richland County Matters Not on the Agenda

(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Coronavirus Update

11. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

12. REPORT OF THE CHAIR

The Honorable Paul Livingston

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax, Section 23-67, "Payment of Local Hospitality Tax," by the addition of language to subsection (b) thereof so as to extend the deadline for remitting outstanding hospitality taxes until June 20, 2020

14. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Fiscal Year 2020 General Fund Annual Budget by \$455,259.00 to pay for in car camera system for the Richland County Sheriff's Department [FIRST READING] [PAGES 37-41]
- b. Intergovernmental Agreement – Municipal Judge – Town of Arcadia Lakes [PAGES 42-49]
- c. South Carolina Department of Transportation (SCDOT) Interstate 26 Widening [PAGES 50-71]
- d. Condemning a property for SE Sewer/Water Project [PAGES 72-75]
- e. South Carolina Aeronautics Commission (SCAC) Grant Acceptance/ Contract Award [PAGES 76-84]
- f. An Ordinance Amending the Fiscal Year 2020 General Fund Annual Budget by \$670,600.00 to pay for repairs and improvements at the Central Garage Facility [FIRST READING] [PAGES 85-90]

15. THIRD READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local

Hospitality Tax, Section 23-67, "Payment of Local Hospitality Tax," by the addition of language to subsection (b) thereof so as to extend the deadline for remitting outstanding hospitality taxes until June 20, 2020 [PAGES 91-93]

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2018 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2017 National Electric Code (NFPA 70) [PAGES 94-107]

16. FIRST READING ITEMS

- a. An Ordinance to Amend the FY21 Budget Ordinance passed by Richland County Council July 18, 2019 which was entitled. "An Ordinance to raise revenue, make appropriations, and adopt a Biennium Budget II (FY2020 and FY2021) for Richland County, South Carolina for Fiscal Year beginning July 1, 2020 and ending June 30, 2021". So as to raise revenue, make appropriations and Amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2020 and ending June 30, 2021 [BY TITLE ONLY]
- b. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2020 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2020 through June 30, 2021" [BY TITLE ONLY]

17. REPORT OF DEVELOPMENT & SERVICES COMMITTEE

The Honorable Allison Terracio

- a. Fiber Joint Trench during Southeast Sewer Project [PAGES 108-119]
- b. Approval to Request Funding for a Proposed Turn Lane on Highway 378 [PAGES 120-125]

- c. Petition for Abandonment and Closure of Hamrick Avenue (TMS# R11204-02-06) and Seabrook Street (TMS# R11204-02-06) in Columbia, South Carolina [PAGES 126-133]

18. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Joyce Dickerson

- a. Airport Property Use for a Promotional Event [PAGES 134-139]
- b. Columbia Hospital Historical Marker [PAGES 140-147]
- c. Hopkins Magistrate Facility Expansion [PAGES 148-275]
- d. Acquisition and Disposal of County Real Property –Draft Policy [PAGES 276-298]
- e. Clarification – Sewer/Water Connection [PAGES 299-305]

19. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

- a. NOTIFICATION OF VACANCIES
 - 1. a. Accommodations Tax – Two (2) Vacancies (1 applicant must have a background in the hospitality industry & the other is an At-Large seat)
 - b. Hospitality Tax – One (1) Vacancy (1 applicant must be from Restaurant Industry)
 - c. East Richland Public Service – One (1) Vacancy
- b. ITEMS FOR ACTION
 - 1. The CMRTA (COMET) board has two vacancies. I move that Richland County Council appoints one Councilmember to the board and advertises the remaining vacancy. [NEWTON, LIVINGSTON and DICKERSON] [PAGES 306-340]

20. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin Jackson

- a. Project Descopes [PAGES 341-347]
- b. Greene Street Phase II Material Testing Contract [PAGE 348]
- c. Greene Street Phase II CE&I Contract [PAGES 349-350]
- d. Clemson Road CE&I Contract [PAGES 351-352]

21. OTHER ITEMS

- a. Fairfield County's Proposed Wastewater Treatment Facility [PAGES 353-370]

22. EXECUTIVE SESSION

Larry Smith,
County Attorney

23. MOTION PERIOD

- a. I move that Richland county disqualify any vendor in its procurement process as a “qualified bidder” if Richland County is currently in any legal dispute, lawsuit or settlement negotiation either individually or jointly named

The Honorable Joe Walker

- b. I propose the change of the Animal Care Officer’s official title to that of “Animal Welfare Officer” within our county’s ordinances. “Animal Care Officer“ tends to be a bit confusing for those in the public who do not fully understand what they do, and “Animal Control Officer” tends to have a derogatory connotation. The field of animal welfare/care has dramatically changed within recent years. A title of “Animal Welfare Officer” offers a broader understanding of what their duties entail.

The Honorable Bill Malinowski

24. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council

REGULAR SESSION
April 21, 2020 – 6:00 PM
Via Zoom Meeting

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Calvin “Chip” Jackson, Gwen Kennedy, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Kimberly Williams-Roberts, Ashiya Myers, Ashley Powell, Angela Weathersby, Leonardo Brown, Larry Smith, Clayton Voignier, Brad Farrar, Jeff Ruble, John Thompson, James Hayes, Michael Byrd, Michael Niermeier, Michael Maloney, Dale Welch, Kyle Holsclaw, Stacey Hamm and Jennifer Wladischkin

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:05 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Joe Walker
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joe Walker
4. **PRESENTATION**
 - a. **CAFR Presentation** – Ms. Hamm presented the County’s CAFR. Overall the General Fund went up 5%; expenses only increased 1%; the Fund Balance increased by 6%; the Unassigned Fund Balance is approximately where it was last year (25.8%), so it is within the County’s range of 20 – 30%. The revenue for Transportation was \$68M, with capital outlays of \$52M. Between the Transportation Sales Tax and the Capital Project BAN funds, the total was \$194M.

The County has received the engagement letter from Cherry Bekaert for next year’s audit. We had considered going out for an RFP, but at this late stage and the conditions surrounding the COVID-19 pandemic, staff is suggesting remaining with Cherry Bekaert for one more year.

5. **APPROVAL OF THE MINUTES**
 - a. **Regular Session: April 7, 2020** – Mr. Brown stated, in the minutes, you will notice that the Columbia Rowing Club was addressed. In conversations with the Columbia Rowing Club, there has been some need for clarity. Mr. Voignier has been communicating directly with them, and will relay the information to you before approving the minutes.

Mr. Voignier stated, the portion of the minutes regarding this item can be found on pp. 20 – 21 of the agenda packet. He followed up with the President of the Columbia Rowing Club, and it is their understanding, based on Mr. Malinowski’s friendly amendment to Mr. Walker’s motion that Council approved the five-year renewal of the operating agreement, as recommended, and approved by the Conservation Commission. Meaning that the term of the next renewal should be for five years, with automatic renewals at one-year intervals. It is staff’s understanding that the term of the renewal

should be for one-year renewal since the five-year renewal period has expired, with annual options to renew. Staff is seeking clarification regarding Council direction pertaining to that item.

Mr. Malinowski stated, on that particular item, it is like our solid waste haulers contracts. We give them a contract for five years, but if something takes place within any one of those years, we have the option to change it, or continue to renew it at the end of each year. It is a five-year contract, but it will be renewed on an annual basis.

Ms. D. Myers stated, it seems to her, it is opposite and would be a one-year contract with up to five successive renewals for a total term of up to five years. The other way you would have to affirmatively defeat the five-year period.

Mr. Smith responded, he believes, the solid waste hauler contracts were structured more like Mr. Malinowski described, a five-year contract, which is renewable annually for up to five years. If in fact, the County did not want to renew the contract after 1 year, 2 years, etc.; there would be an option to terminate the contract.

Mr. Voignier stated this is a five-year renewal. There is already an agreement in place. The Columbia Rowing Club is requesting a five-year renewal period.

Mr. Malinowski requested that a nay vote be recorded for him on the first item on p. 8 of the minutes.

Mr. Walker moved, seconded Mr. Jackson, to approve the minutes as corrected.

In Favor: McBride, Livingston, Terracio, Walker, Kennedy, Jackson, Myers and Newton

Opposed: Malinowski

The vote was in favor.

6. **ADOPTION OF THE AGENDA** – Mr. Livingston requested to add a Personnel Matter under the “Report of the Chair”.

Ms. D. Myers moved, seconded by Ms. McBride, to approve the minutes as amended.

In Favor: Malinowski, McBride, Livingston, Terracio, Walker, Kennedy, Jackson, Myers and Newton

Opposed: Manning

The vote was in favor.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

a. Sale of Farrow Road Property

b. Personnel Matter

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Ms. Catrina Qualls, Ms. Tameika Henderson and Ms. Linda Jackson spoke regarding Item #17(a): “Comprehensive Road Maintenance Program with Subdivision Abandoned Paved Road Relief”.

Mr. Alex Odgen, Ms. Laura Browder, Ms. Lisa Brownlee, Ms. Robynne Campbell, Wendy Bobadilla, Ms. Janet Spring, Ms. Gloria Eaddy, Ms. Verna Green, Ms. Evelyn Moore, Mr. Clarence Kanipe and Mr. Hayes Mizell spoke regarding Item #19(a): “I move to establish an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be ‘affordable’ when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities.”

Mr. Malinowski stated it seems that Item 19(a) will have to be forwarded to a committee, and there could potentially be a public hearing on the matter.

Mr. Livingston inquired if the citizens’ input comments were separated as items on the agenda and those that are not on the agenda.

Ms. Roberts responded in affirmative.

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.) – No one submitted any comments for this item.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown stated the last reporting from DHEC indicated Richland County had 689 positive cases, with a total of 14 deaths. He expressed the County’s condolences to those that have lost loved ones to COVID-19. Also, residents are encouraged to visit www.richlandcountysc.gov and click on the tab that says, “Many County Services Still Available Online and Via Email”, so that residents can see how to engage with Richland County to continue to conduct their business. There is staff working remotely and staff working staggered schedules, but we are still conducting County business. The COVID-19 Committee has been meeting to discuss relief funding for residents, non-profit organizations and businesses, which will be further discussed later on in this meeting. He also expects to attend the next Business Coronavirus Task Force meeting, as well as the COVID-19 Disparity Task Force meeting. Through our relationship with PRISMA and the City of Columbia, we have been able to acquire some non-contact thermometers, which have been issued to the First Responders in EMS and the Alvin S. Glenn Detention Center. Additionally, we have given protocols for screening received from PRISMA to assist them in their non-contact screening. Over and above our enhanced cleaning, we have deep cleaned any area where there has been any concern about exposure, or indirect exposure, to COVID-19. Whether that work is done by our internal team, or whether it is contracted out with additional cleaning services.

Mr. Byrd stated non-congregant sheltering for our purposes is the placement of an individual into a hotel/motel, dormitory or other non-congregant location, as directed by DHEC. DHEC is the lead in South Carolina for the administration of the South Carolina Emergency Health Powers Act. The non-congregant shelters is closely related to what is called Tier I sheltering, which is a place for individuals to isolate if they are waiting on test results, or to isolate and recover. Tier II facilities is a

step above that for low acuity patients with a larger clinical need for assistance. Tier III is hospitalization with treatment. All of the sheltering is meant to stop the spread of the disease. For the purposes of the sheltering, FEMA has not given us a definite consideration for reimbursement. When we look back at non-congregant sheltering, we are looking at primarily hotels and motels. Alternate care sites and temporary hospitals are not considered congregant sheltering and would have to fall into other categories. Examples of target populations for non-congregant are those that would test positive for COVID-19, but do not require hospitalization, but need isolation, and those that have been exposed to COVID-19, but do not require hospitalization. It is, basically, having a place and the ability to isolate those individuals that have tested positive, or are under investigation for being positive. We have been working closely with several organizations, and individuals, such as the United Way, PRISMA Health, DHEC and State Emergency Management to try to work on the solutions for the non-congregant sheltering. This is not just a Richland County issue, but a statewide issue. As you know PRISMA goes into Greenville, and they have a partnership to use a rescue mission there. The Upstate currently only has one patient, and we have had several. Because DHEC does not notify us of the patient data, we believe we know about all of them, but we are not sure if we have been made aware of all of them. DHEC has the responsibility to identify those individuals and direct those individuals to sheltering. Currently, there is a limited interim solution in the Midlands. When you talk about sheltering, whether it is Tier I or Tier II, there are other needs that have to be met, such as case management, food, transportation, mental health, etc. As we have been working through this problem, we have contacted several hotels and motels to assist, and we find they are increasingly unavailable for this mission, so it is presenting some problems for us to solve it in a long-term manner. However, since the need is very low, the group is confident the way we are working, we can continue to use hotels/motels to assist those individuals in need. DHEC has offered their assistance in providing those hotels/motels. In addition, DHEC has provided an agreement to all counties, which comes with some funding; however, most South Carolina counties have evaluated the agreement, and have opted not to participate, which is the current position for Richland County. We feel like, as we work through this, we have a couple of alternatives, which we are pursuing, to standup non-congregant shelters, and we will continue on that path, as we move forward. If you look at how that works with an individual, the individual shows up at a shelter with symptoms. If there is medical staff available, they will look a medical assessment, and either get that person in a virtual exam or move them toward the hospital for further examination. If they are positive, DHEC is notified. If they are negative, they are released. Those that are positive that do not have symptoms would move into a non-congregant shelter. Those that do have symptoms, they may be admitted to the hospital for further treatment and evaluation. Once the 14 days is up, they are re-tested and released. If they are being held, pending results, when the results come in they either go back to the hospital (positive result) or are released (negative result).

Ms. Terracio inquired about who is responsible for transportation.

Mr. Byrd responded DHEC usually arranges transportation. Several of the individuals who have gone through this process were also associated with the VA, and the VA arranged transportation. The overall transportation piece we are still working on, but if we have an individual that needs to be transported, EMS will transport that person, until we have some other asset in place.

Ms. McBride stated it is good to know we have some programs in place, but many more are needed. She inquired, if a citizen, who does not have a doctor, needs to be tested, where would that citizen go, and what would they do?

Mr. Byrd stated the recommendation would be to enter the virtual portal with PRISMA. They can do an assessment and direct the citizen further.

Ms. McBride stated what if the citizen does not have access to a computer. These are questions that have been presented to her.

Mr. Byrd stated, currently, we do not have any locations that you can just drive to and test. You have to be referred into testing. He thinks there has been a lot of discussion at the State and National level about establishing drive-thru testing where anyone with, or without, symptoms can go, but right now the guidance is that you have to go through a medical authority. You have to have symptoms before they are going to recommend you to test. Therefore, citizens would need to go to emergency room or a freestanding medical clinic.

Ms. McBride stated District 3 is partnering with Bishop Freeman, the pastor of Meeting Place of Columbia, as well as Mr. Byrd and neighborhood associations, to distribute 6,000 masks, provided by the church, to the most vulnerable communities. Based on the DHEC data, there are certain zip codes that have a disproportionate prevalence of the COVID-19. Many of those communities are predominately African-American. She is also looking at some of the other Council districts that may want to participate. Hopefully, with the Governor opening up some of the stores again, the County will begin to look at ways to encourage social distancing because South Carolina has not reached its peak, and she is concerned about the citizens getting back out to the stores without adequate PPEs.

Ms. D. Myers noted that PRISMA Health – Richland is a Level I trauma center, and they are required, pursuant to their Richland County contract, to provide care to anybody that walks in the emergency room door. If we have citizens in need of testing, they should present at PRISMA, if they have no other option.

11. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

12. **REPORT OF THE CHAIR**

a. **Contractual Matter** – This item was taken up in Executive Session.

13. **THIRD READING ITEMS**

a. **20-002MA, Tommy Wood, RS-MD to GC (1.46 Acres), 7220 Frost Avenue, TMS # R09402-02-01(p)** – Ms. Terracio moved, seconded by Ms. Newton, to approve this item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Jackson, Myers and Newton

The vote in favor was unanimous.

14. **SECOND READING ITEM**

a. **An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax, Section 23-67, "Payment of Local Hospitality Tax," by the addition of language to subsection (b) thereof so as to extend the deadline for remitting outstanding hospitality taxes until June 20, 2020** – Ms. Terracio moved, seconded by Ms. McBride, to approve this item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Kennedy, Jackson, Myers and Newton

Oppose: Manning

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Abstain: Walker

The vote was in favor with Mr. Walker abstaining from the vote for reasons of direct financial involvement.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2018 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2017 National Electric Code (NFPA 70) – Ms. Terracio moved, seconded by Mr. Manning, to approve this item.

Mr. Malinowski stated, from reading the briefing documentation, this was approved and adopted by the Building Code Council in August 2018, with an implementation date of January 2020. There was almost a year and half to get prepared to implement this, and here we are four months later implementing it. In the future, we need to have someone on top of these things, so we are not behind the curve approving things after the fact.

In Favor: Malinowski, Dickerson, Livingston, Terracio, Walker, Kennedy, Jackson, Myers and Newton

The vote in favor was unanimous.

15. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. A Resolution Authorizing the Administration by the County of certain grant funds from the South Carolina Department of Commerce – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski noted, on p. 47 of the agenda packet, under Section II, Ratification of Prior Acts, it states, "Any action of any Authorized Official taken on behalf of or in the name of the County in connection with the application for or receipt or administration of the Funds prior to the date of this Resolution are confirmed, ratified and approved." He inquired if any actions taken prior to this being taken up by Council.

Mr. Ruble responded that he is not aware of any actions taking place.

Ms. Terracio requested, in future briefing documents, it be notated how many of the jobs are minimum wage, the highest/lowest salary, etc.

In Favor: Malinowski, Dickerson, Livingston, Terracio, Walker, Kennedy, Manning, Jackson, Myers and Newton

The vote in favor was unanimous.

- b. A Resolution Authorizing the extension of an Option Agreement between Richland County, South Carolina and Garners Ferry Development Company and other matters related thereto – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski requested, prior to the approval of the minutes, to be provided the date this agreement was originally executed, and the vote of Council regarding the item.

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In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Manning, Jackson, Myers and Newton

Opposed: Malinowski

The vote in favor was unanimous.

- c. Consenting to the partial assignment and assumption of a fee in-lieu of tax and incentive agreement from PPT Real Estate Enterprises, L.P. to Stag Industrial Holdings, LLC; and other related matters – Mr. Jackson stated the committee recommended approval of this item.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Manning and Jackson

Opposed: Malinowski and Myers

The vote was in favor.

- d. Authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from Pure Power Technologies, Inc. to PPT Real Estate Enterprises, L.P.; authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from PPT Real Estate Enterprises, L.P. to Stag Industrial Holdings, LLC; and other related matters – Mr. Jackson stated the committee recommended approval of this item.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Manning, Jackson, Myers and Newton

Opposed: Malinowski

The vote in favor was unanimous.

16. **REPORT OF THE CORONAVIRUS AD HOC COMMITTEE**

- a. COVID-19 Relief Grant Program(s) – Ms. A. Myers stated staff is recommending approval of the grant program. In the committee meeting there were some changes requested to the small business grant guidelines and applications. Those changes were made, per the committee’s request and provided to Council via email for review. On the grant guidelines, one of the recommendations was to remove the requirement of a recovery plan, and include that the business demonstrates plans to sustain operations. You can find that located on p. 1 of the grant guidelines. The other changes were made to the grant application for the small business relief grant. Page 1 highlights the demonstration of plans to sustain operations, and, on p. 5, there was the inclusion of the categories of employees starting with an independent person, 1 – 5 employees, 6 – 15 employees and 16 – 50 employees, as recommended by the committee. On p. 6, there is an area where we requested the business to provide a description of how the grant funding will be used to sustain business operations, particularly for those businesses who have no employees. Staff is requesting approval to implement the program to expedite the aid to the community. We recognize that some amendments may be necessary, as has been communicated by the City of Columbia and United Way.

Ms. D. Myers suggested that staff track the percentages of dollars we are reinvesting in Richland County, to include incorporated, and unincorporated, so we can look at the progress of those companies at a later date.

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Mr. Malinowski stated, on p. 2, it says the ineligible applicants are hotels and motels. Yet, in the actual grant verbiage it says accommodations would receive grants. He stated he was confused as to why in one place we are saying accommodations is a priority to receive grants, and in the other we make them ineligible. He also requested, during the committee meeting, that the eligible/ineligible list not be all inclusive. If they are inclusive, we are not counting everybody in there that needs to be eligible, and some that do not need to be eligible. He also inquired, at the committee meeting, as to why franchises were excluded, when many franchises are individually-owned small businesses.

Ms. A. Myers responded, on p. 2 of the updated grant guidelines, you will notice directly above ineligible applicants, there is a line that says the list is not all inclusive. In regard to the franchises, a franchise may be owned, and operated by an individual, but they are supported by a corporate entity or chain franchise; therefore, they qualify for the CARES Act. It is our understanding, Council wants this grant to help those that would fall through the gap. It would be unfair for franchises to compete against the “mom and pop” shops.

Mr. Malinowski inquired as to why liquor stores are not included.

Ms. A. Myers responded that is to maintain consistency with our SLBE ordinance, which liquor stores are not a part of.

Ms. McBride stated she wants to make sure the appropriate data regarding the demographics is maintained, so we can see the distribution of funds, and how it is impacting the communities.

Mr. Livingston stated he would like to see on the next committee agenda an update on the status of where we are with it.

Mr. Jackson inquired as to the launch date for the grant applications.

Ms. A. Myers responded that staff is proposing April 22nd.

Mr. Jackson stated, for clarification, the mechanism for getting the word out will not happen until tomorrow. He stated those that are ready, have access to the mechanisms and are checking on a daily basis will find out. He inquired if there is a more equitable way to ensure that everyone has a fair shot at getting the notice about it, and, then time between the notice and when they actually can apply. He inquired if the committee discussed this.

Ms. A. Myers responded the committee did not provide a date desired. Staff was told they wished to move forward expeditiously.

Mr. Jackson stated he wants it to be done expeditiously, and fairly. His concern is, if it starts tomorrow, and we are voting on it tonight, there is some equity, in terms of everyone having a fair shot by everyone hearing and receiving public notice that would be generally expected. He inquired what the methods for communicating this to the public will be.

Mr. Brown responded that they talked about utilizing a combination of methods. One method, separate, and apart from our website, would be through the Office of Small Business and the Economic Development’s list of contacts. We also talked about utilizing places where citizens are visiting (i.e. grocery stores, convenience stores, etc.). In addition, the potential to utilize billboards was discussed.

Mr. Jackson stated he is certainly not trying to delay the process, but he wants to ensure that individuals are given a fair shot, which is why he mentioned during the committee meeting a process that would allow for a uniform start and end date.

Ms. Dickerson stated she agrees with Mr. Jackson. She is concerned about having a time when everyone can apply, and everyone has the same amount of time to make sure their application is submitted. If they are in a “pool” everyone will have an opportunity. She afraid someone is not going to be able to take advantage of this opportunity. For example, a lot of businesses are not getting Federal funds because they did not take advantage, or we not privy to the information, in timely manner, and now the funds have dried up. She believes we need to ensure that the playing field is level, and everybody has an opportunity to apply. She also agrees we need to have a mechanism where we can track the funds.

Mr. Manning stated, for clarification, the notification will be going out tomorrow, if this is approved tonight.

Mr. Brown responded, based on what he has heard tonight, we need to do a targeted delay, so that we can ensure the information is not more advantageously received by those who are more technologically affluent versus those who are not. He suggested we open up the application process on Wednesday, April 29th or Friday, May 1st. He wants to make sure we are not harming anyone in the process.

Ms. Dickerson stated we have been in a delay for such a long time, and we need to expedite this as soon as possible.

Ms. D. Myers moved to amend the committee’s recommendation to have a launch date of Monday, April 27th, and to have a media saturation campaign every day until then.

Mr. Manning stated the draft document that was supplied to Council said the application date was going to open on April 20th. Now, we are talking about that date changing. In addition, when we were discussing the groups the notice was going to be sent it to, he did not hear the grants office mentioned, which has an extensive email list. Although not all of those people may qualify, they know people, and work in, or with, organizations that it applies.

Mr. Malinowski stated, in the pandemic relief grant, it says we are going to focus in the following areas: retail trade, accommodations and food service. In the grant guidelines, it says hotels/motels are ineligible, which seems like a conflict.

Ms. A. Myers responded we are targeting the restaurants, bars, and people who may not be generating any income at this time. She stated we will be happy to modify the language to remove the word “accommodations”, if it is confusing.

Mr. Malinowski stated it is confusing to him because the word “accommodations” is hotels/motels.

Ms. A. Myers responded they will make the requested language modification.

Ms. Newton stated she wanted to support her colleagues concern, and that we do everything we can to get the word out. Also, she noted we have partners (i.e. the library) that have already been putting out the word about grant opportunities, so people have already been going to them for assistance, and we can rely on them. Additionally, she knows the library has been doing some one-on-one small business coaching about eligibility. While we have our Richland County networks, we

also have our partner networks we can take advantage of. She wanted to confirm that after we talk about the small business program, we are also going to discuss the other programs we talked about at the committee meeting, specifically the amount.

Mr. Livingston responded we will take that up at the conclusion of this item.

Ms. McBride stressed the importance of what Mr. Jackson is saying. There is a number of citizens and small businesses that have no idea that the County is doing anything. She has had people to question her about this matter. She has spoken to the Administrator about providing public information (i.e. letter, postcard) to all of the County residents educating them on what the County is doing. She stated we could provide the grant information now, and have the start date for submission of applications at a later date. Additionally, it is great to communicate through the internet, but for a large percentage of people that will not work. She stated we watch TV. We need some type of public service announcement stating that these funds will be available, and telling the residents where they can go. We do not use the television enough, and that is where you get the people listening to what you say. The radio, as well.

Ms. D. Myers made a friendly amendment to begin the application process on Monday, April 27th, seconded by Ms. Newton.

Ms. McBride inquired about how disbursements is the County planning to do.

Mr. Brown stated we are projecting to do up to 5 disbursements, assuming the funds do not run out before we are able to do all 5 disbursements.

Ms. D. Myers stated, to be clear, we have asked for aggressive and robust public information, and we have been a bit disappointed. She is requesting Mr. Brown to be sure that it is a robust campaign to let people know that this funding is available.

In Favor: Dickerson, McBride, Livingston, Terracio, Kennedy, Jackson, Myers and Newton

Opposed: Malinowski,

Abstain: Walker

The vote was in favor with Mr. Walker abstaining from the vote because he believes some of the businesses he is an investor in may have a financial impact.

Mr. Brown stated the relief grant programs were focused on the areas the committee identified (i.e. small businesses and non-profits organizations). The non-profit organizations will offer direct assistance to residents through their services.

Ms. D. Myers stated, for clarification, in the motion just approved, it is staff's understanding that we approved the grant funding for small businesses, as well as grant funding for community-based/non-profit organizations to provide immediate assistance to the community.

Mr. Brown responded in the affirmative.

Ms. D. Myers inquired if we need to go back and make sure we have identified the other part of this for the listening public and Council members not on the committee. She noted the community-based grant program is also competitive.

Ms. Newton stated, for clarification, the amount for the community-based grant program is \$250,000.

Ms. Powell responded that is correct.

Ms. Newton moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Malinowski

Opposed: Dickerson, McBride, Livingston, Terracio, Kennedy, Manning, Jackson, Myers and Newton

Abstain: Walker

The motion for reconsideration failed.

- b. COVID-19 Recovery Consultant – Mr. Brown stated during the committee meeting we presented a recovery consultant, and staff’s recommendation was to engage TetraTech to assist the County.

Ms. Powell stated the committee’s recommendation was to engage TetraTech through December 31st.

Ms. McBride noted the response and recovery strategy does not include a public health strategy. Therefore, we are still without a public strategy as to how Richland County will move to address COVID-19. We have not addressed testing, social service needs, etc. She is concerned that this particular consultant does not have the expertise, or it is not included in the contract, and if we are going to look at those efforts with another contractor.

Mr. Livingston suggested including that item on the next Coronavirus Ad Hoc Committee agenda.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Jackson, Myers and Newton

Opposed: Manning

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. D. Myers, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Manning, Jackson, Myers and Newton

The motion for reconsideration failed.

- c. Updated CDBG Allocation – Ms. Powell stated the recommendation of the committee was to allocate \$2.8M of CDBG for COVID response, on behalf of Richland County. She stated the funding is a combination of uncommitted balances from 2019/2020 CDBG funds, as well as the CDBG-CV funds of approximately \$1M from the Cares Act.

Ms. Dickerson inquired if any of these funds can be utilized to assist with testing.

Ms. Powell responded under the allowable uses for COVID-19 response there is things like constructing a facility for testing, diagnostic and treatment. In order to use these funds, the staff would have to compile an update to the Action Plan for Council's approval.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Jackson, Myers and Newton

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. D. Myers, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Manning, Jackson, Myers and Newton

The motion for reconsideration failed.

17. OTHER ITEMS

- a. Comprehensive Road Maintenance Program with Subdivision Abandoned Paved Road Relief – Mr. Maloney stated this is the effort to get started on a plan that will take approximately 8 months to complete. In the agenda briefing document, there is a schedule. One of the longest lead time issues, in the schedule, is obtaining County right-of-way on the roads. Step one would be to utilize County staff for survey documentation, as well as the County's Legal Department and Register of Deeds to begin the land transfer of the right-of-ways. Once that is done, we would begin to do routine maintenance where we are hearing about large potholes, and other issues on those roads. We would be using County staff for that as well. Once the entire plan is complete, and we have identified all the roads in the County that need various levels of maintenance, we would develop a 5-year capital plan that would include these roads, as well as all County roads that need improvement. The roads will be prioritized on the basis of traffic, Council districts, distribution and wear and tear. We would not be expending any funds, other than the routine maintenance on the abandoned roads, until we have the entire capital plan completed.

Ms. D. Myers stated she believes this has come before us twice before, and she thought this was supposed to be a part of a more comprehensive plan, as a part of the larger roads plan across the County. It was her understanding that we would not be just dealing with roads in subdivisions, but that we would be dealing with a comprehensive plan for how to get Richland County's roads paved, and how to allocate funds across the needs of the County. She understands this is not asking for money today. It is asking for the right for planning to go forward, but she is concerned that means we will be planning these roads in a vacuum from the rest of the roads. She stated this was supposed to be a part of a workshop.

Dr. Thompson responded this is supposed to be a part of work session. The work session was being scheduled, but because of COVID-19, and our focus on that, we have not had an opportunity to have that work session. Director Maloney is willing and able to facilitate a discussion, but because this item was before you previously we did not want to stall this item any longer.

Ms. D. Myers moved, seconded by Ms. Dickerson, to defer this item to the larger plan.

In Favor: Dickerson, McBride, Myers and Newton

Opposed: Malinowski, Livingston, Terracio, Walker, Kennedy, Manning and Jackson

The motion for deferral failed.

Ms. Myers inquired as to how this got back on the agenda, and who took it out of the larger plan.

Mr. Livingston inquired if we officially had a larger plan.

Mr. Maloney stated they will be starting on, with your approval, the hiring of the consultant, and creating the prioritization methodology. Once that is completed, they will start rating all of the County's roads. It would be great to do a work session, but it would be best if we could do that face-to-face with a PowerPoint.

Ms. D. Myers stated she appreciates the urgency of these roads, and she is concerned about them. Many of them are in her district. She is concerned that we are taking a group of roads, and giving them a higher priority than roads that were in line well before them. The reason we were looking for a comprehensive roads plan was to avoid leapfrogging people that have been standing in line for years, some decades, and putting these roads ahead. While she wants this roads taken over, because they need to be repaired, she wants it to be a part of a fair plan, and she does not think this achieves that.

Ms. Newton stated, her understanding of what Mr. Maloney is saying is, this item before us is to begin the process of creating the comprehensive road maintenance plan.

Mr. Maloney responded that is correct. The comprehensive plan, itself, is throughout the rest of the year. Most of that time is acquiring the right-of-ways. We cannot do maintenance on those roads until acquired. We are currently do the whole County's potholes, so it is not taking away. We are not getting into the major maintenance (i.e. overlay). Those are the things that will be identified in the comprehensive and capital plan that comes out in about 9 months.

Ms. Newton stated it seems like are getting the roads first, and then doing the plan second. Whereas, she thought we wanted to plan first. How are we are going to handle maintenance for all of our roads? What needs to be done? What is the process we are going to use to do it? After that, we would figure out how these roads, which are not currently County roads, fit into that plan.

Mr. Maloney stated the routine maintenance that we would be doing are safety elements that we are hearing about (i.e. large potholes). What you previously saw was a large capital plan bringing these up to new standards, at a larger dollar value. We are not going to be doing that above any other County roads, which is the purpose of getting to the capital plan at the end of this. None of that is planned to be done on these roads. We have to have a consultant go on these roads and do a road rating, so they can provide a condition report, road by road, which will tell us where each pavement is in its life. Then, we can start to schedule, in our capital plan, where those improvements are needed, and what year. Waiting 9 months, until the comprehensive plan is completed, to begin acquiring the properties puts that out another year, and leaving these potholes and problems to grow into larger problems for the County.

Ms. Newton stated, although we are talking about 93 roads, she can find 93 other roads that have potholes and safety concerns, so she wants to make sure we are taking care of those other concerns. Secondly, she understand why we want to go out and inspect these roads and figure out what it will cost to bring them up to County standards. As we are the people that write the scope for the solicitation, she does not see where anything prohibits us from walking on those roads, and understanding the scope of those roads, whether or not we have the right-of-way.

Mr. Malinowski stated, when former Public Works Director Ozbek was here, we had work sessions. We have been kicking the can down the road for well over a year, and as Mr. Ozbek said, we are currently doing routine maintenance on the roads, when reports are called in. We are not excluding the current roads. Also, when he made the motion to take these roads over, he said, they would be placed in order of need with the current roads that are currently County roads.

Ms. McBride inquired if these are the roads that were owned by the developers and subsequently abandoned, and are currently not being tended to.

Mr. Maloney responded in the affirmative.

Ms. McBride stated these are the same roads that when they were prioritized was not a system. It was people calling in requesting maintenance. The people that made the noise got a response. All these other roads were out there, but the citizens did not make the noise, so they did not get on the priority list. We decided it was not fair that there are so many other roads out there, so it was decided that we would defer the item until we developed a comprehensive, fair process to ensure that all of the roads were addressed. Now, we are coming back, and it appears the system was circumvented to get the item back on the agenda. She is concerned that with so many priorities out there, and all of those other roads that need repairing, we are just taking the ones that people knew how to call in to request repairs.

Ms. A. Myers stated, for clarification, at the September 17, 2019, Councilmember Malinowski made a motion to have staff bring back the preliminary recommendations for prioritizing private roads to Council within 60 days, which would have been the first meeting in December. Subsequently, the item was deferred until February, but was not ready for Council consideration, at that time. Therefore, it was pulled from the February 18th agenda, and this is staff's first time bringing the item back for consideration.

Ms. Dickerson stated she thinks it is unfair for a few roads, in communities, which were done by developers, and left undone, and we have people and roads that...She believes this item is out of order. She believes we need to have workshop so we can prioritize the roads, and not just do some because people want it done in certain neighborhoods.

Mr. Livingston inquired if the 93 roads, we are talking about, are based on citizens calling in and expressing a concern or based on a staff assessment.

Mr. Maloney responded it is based on a staff assessment. These are subdivisions that should be County roads that had problems 8 – 10 years ago, or as they were being developed. The development companies went out of business, and the right-of-way was not transferred to the County.

Ms. McBride stated that was not her understanding from the prior Director. She stated we wanted to know the process, in terms of how these roads were identified, and they were identified based on citizens calling in.

Mr. Livingston stated the recommended motion says, “I move that Richland County Council direct County Staff to implement a plan, as briefed herein, by which 93 subdivision paved roads and road segments be brought into the County Road Maintenance System...” He inquired if we are talking about more than bringing them into the system now.

Mr. Maloney stated, as they come into the system, if there are safety issues we would address them like any other County road. We are not talking about large capital expenses, overlays or new pavement. The roads are not going to come in all at once. It will take 8 – 10 months to bring the vast majority into the system, and it may be challenging to find some of the landowners.

Mr. Livingston inquired how this will impact current potholes in the County.

Mr. Maloney stated they would go into the schedule with the current potholes. We are addressing the potholes right now, but we are in the COVID-19 pattern with only half of staff. We currently have 600 miles of paved roads, and this will add approximately 6 miles; therefore, we will be able to take care of these.

Mr. Livingston inquired if we are currently doing anything in subdivisions.

Mr. Maloney responded not that he is aware of.

Ms. Dickerson inquired if this item went through the Transportation Ad Hoc Committee.

Mr. Jackson responded that it did not come through the Transportation Ad Hoc Committee.

Ms. Dickerson stated problems start to arise when things do not go through committee and get vetted, so we can have a better understanding. That is why Council was looking for a workshop. She stated she has roads in her district that is terrible, which are County roads, and we are talking about roads that are not County roads. She cannot support this until it is vetted and goes through a comprehensive plan.

Mr. Malinowski inquired if any current roads in the system be ignored if these roads are taken in.

Mr. Maloney responded they will not.

Mr. Malinowski stated, his recollection is, this item went before the Development & Services Committee a couple years ago. He requested the Clerk's Office to research this and provide the results of that meeting. Also, one of our citizen input respondents stated there are developers that are still in business that these developments were built by. He would like to have someone on staff to get in touch with that individual and find out if this is a true statement, so we can hold those developers responsible.

Ms. Dickerson inquired if some of these communities are gated communities.

Mr. Maloney responded that is possible.

Ms. Powell stated Mr. Malinowski is correct. The genesis of this item was, there was a work session presented by Tracy Hegler and Ismail Ozbek in October 2018. Following that work session, Ms. Powell presented this item at the 2019 Council Retreat. Following the Council Retreat, Administration brought it back and reported out that action was necessary. The matter was routed through the Administration and Finance Committee to full Council.

Ms. Newton stated, from her perspective, part of what Mr. Maloney is hearing is, on the one hand it is being said that no roads are going to jump ahead of the line. The problem is the way Richland County has determined its line, up until now, has been flawed, which is why she has constituents and roads that are need of repair. For example, she may be riding on roads in her district where the

pothole may swallow her alive, and there are other people that are getting their roads repaired because they have made the most noise. There has not been a process that has been clearly communicated that appears consistent and fair. She has no problem with the roads being in the County's inventory, but the problem is she does not know that anyone can say they will not jump ahead of other roads that need to be done because there is not a process that determines how we do that, which is why she supports a comprehensive plan that determines how we make those determinations.

Ms. D. Myers stated it was noted how many miles of existing paved roads these would be added to, but there are people are in the County that live on County-maintained unpaved roads, as well, who literally cannot get out of their homes when it rains. She is shocked that we are now considering the addition of roads to a list for routine maintenance and saying it will not impede the process of getting maintenance done to any other roads, when we are already overloaded. She inquired how we can legitimately say that is a fact, when we are operating on a system where the loudest kid in the car, who screams most often, is the one who gets something done. There is zero process by which we are maintaining, repairing or allowing human service access to (i.e. public safety access), for some roads across the County. She is shocked that we are looking at this again, when this has come before us several times. Each time we have had this same discussion. The fact that it is back, and we are again saying this will lead the way to a process, rather than us having a process into which we fold this part. She knows the new Public Works Director sees this is something that needs to be done, but the citizens that have been standing in line for decades will find it shocking that we now have the capacity to take on more roads, when the ones we have, have not been put into any kind of reasonable order and maintained fairly. She is disappointed that we are here again with this. Although she thinks the roads need to be taken in, she does not think they need to be taken in this way.

Ms. McBride stated we want to work with these roads, but we want a process that is fair. The current method that we are using is not.

Dr. Thompson stated he will work with Mr. Maloney to schedule the work session, and then move forward with bringing a comprehensive plan to Council.

Mr. Livingston stated, what makes this a tough issue is, he has to keep in mind those individuals in subdivisions pay County property tax and the road maintenance fee; therefore, they deserve to be taken care of too. He is not suggesting they need to jump ahead of anyone, but he sees no reason not to do what is being requested, which is simply to bring those subdivisions into the County system. It does not mean they have to jump ahead of someone, but they have a right to be in the system because they have paid property taxes and the road maintenance fee.

Ms. D. Myers stated she represents constituents who live in subdivisions, as well. It is not an issue as to whether or not people live in subdivisions, and their roads are a part of the system. It is a question of whether we are taking the road maintenance fee that we have collected, and giving them the benefit of what they have paid for, ahead of adding another load to the list.

Ms. McBride stated the comprehensive plan would help ensure the fairness, and that is why we recommended the plan.

Ms. Dickerson stated she wants to make sure, when she votes that she gives everyone a fair shot at this. If we do something that is not fair, we have to pay the price. The constituents will be calling us wanting to know how we take in these roads and overlook those that have been waiting for years to have their roads repaired.

Mr. Livingston requested Dr. Thompson restate his suggestion.

Dr. Thompson suggested proceeding with the work session, so that Mr. Maloney can facilitate the discussion with Council. From the work session, staff would develop the comprehensive plan. A part of the comprehensive plan will take months to develop, as Mr. Maloney will have to come back to Council to hire a consultant to assess all roads in the County's system.

Ms. Dickerson stated there has been some work already done, but we may need a consultant to finalize the plan. The roads are there and we need to address them, and put them in order.

Dr. Thompson stated he does not think the process will be any different than what is done with the Transportation Department. There is a comprehensive process, in terms of giving you a quantitative score, based on the condition of those roads. Public Works will present a ranked order of the roads, based on the quantitative score.

Mr. Malinowski stated he is going to trust that Mr. Maloney is going to be doing it fairly, until some ranking order comes on. He thinks some of the comments, while he is not out there to see all of these roads, are sensationalized. When he sees a pothole, or gets a reporting of one, he reports it and it gets fixed.

Mr. Livingston stated what he is most concerned about is bringing the roads into the system. He inquired if that would be important to do, in order to draft the comprehensive plan. You want to be able to do the right-of-way, etc.

Mr. Maloney stated, his concern is, the comprehensive plan is going to take at least 9 months to develop, with all of the systems of identifying the roads and the problems, to get to a 5-year plan. If we have not acquired these right-of-ways, it be an additional 12 – 18 months. The roads will not be ahead of the game, they will not even fit into the matrix because we will not have the right-of-way.

Mr. Malinowski moved, seconded by Mr. Manning, to approve staff's recommendation that Richland County Council direct County Staff to implement a plan, as briefed herein, by which 93 subdivision paved roads and road segments be brought into the County Road Maintenance System through the voluntary donation of necessary Right-of-Way for maintenance, per the Comprehensive Road Maintenance Plan. Any future request to obtain any of these roads by purchase or the exercise of eminent domain must be separately considered by County Council."

Ms. McBride stated, for clarification, bringing the roads into the system does not state that we have to anything with them. We are just trying to bring them into the system.

Mr. Malinowski responded in the affirmative.

Ms. McBride stated there would not be any requirements that we have to do work on these roads, at this time.

Mr. Malinowski responded in the affirmative. We will have the work session and the comprehensive plan coming forward.

Ms. D. Myers stated that is not correct because the Director just told us, once you bring them in, if there is maintenance needed, they would do the maintenance.

Ms. D. Myers made a substitute motion, seconded by Ms. Dickerson, to hold the work session in the next two weeks, develop the comprehensive plan, and then bring the roads into the system, as a part of the plan.

Ms. Newton stated, for clarification, it does not appear Mr. Maloney wants to wait a year to bring these roads into the system, after we have developed the comprehensive plan. Therefore, from Ms. Myers' perspective, would this work session provide clarity that we would need to bring these roads into the system, even advance of hiring the consultant?

Ms. D. Myers stated her motion is not contingent on the consultant. She was following Dr. Thompson's guidance that they are ready to go with the comprehensive plan, and all they need is Council to listen to the presentation.

In Favor: Dickerson, McBride, Terracio, Myers and Newton

Opposed: Malinowski, Livingston, Walker, Kennedy, Manning and Jackson

The substitute motion failed.

Ms. McBride requested confirmation from staff that Mr. Malinowski's motion would bring the roads into the County, and nothing else would be done, at this time.

Mr. Brown responded in the affirmative.

Ms. D. Myers stated, for clarification, if we bring the roads into the system, all we are only bringing them in on paper. If there is something wrong, staff will not come back for funding to fix it.

Dr. Thompson responded, at that point, we have to maintain it.

Ms. D. Myers stated that is what Ms. McBride just asked, and she was told nothing was going to be done, which is not correct. We are bringing them in, and we will have to maintain them. You cannot have a road, and say, we just brought it in to assuage your concern of getting it in the system. We are bringing it in to spend money and fix it.

Ms. McBride stated we have other roads that need to be maintained. They are not saying they are going to maintain these roads over the other roads.

Dr. Thompson stated that is the purpose of having the comprehensive plan. The only way to have the comprehensive plan is to have the work session, receive input from Council, and hire a consultant to do the assessment of the roads to develop the plan.

Ms. McBride stated, for clarification, we bring the roads in. Then, we do the plan and the process for determining which roads will be repaired.

Dr. Thompson responded in the affirmative.

Ms. D. Myers stated, to be clear, you are not saying you are going to bring a road in and do nothing. You are going to bring a road in, and if it needs something you are going to do it, if it fits into the category of routine maintenance. Comprehensive plan, or not, it is going to get repaired.

Dr. Thompson responded in the affirmative.

Ms. McBride inquired if it is going to be done over other priorities, which are already out there.

Dr. Thompson responded in the negative.

Ms. D. Myers stated the problem is we do not have priorities because we do not have a comprehensive plan.

Ms. Terracio requested confirmation from staff that we can conduct the work session via Zoom, if necessary.

Ms. Powell responded in the affirmative.

In Favor: Malinowski, Livingston, Terracio, Walker, Manning and Jackson

Opposed: Dickerson, McBride, Myers and Newton

The vote was in favor.

Mr. Malinowski moved, seconded by Mr. Walker, to reconsider this item.

In Favor: Dickerson, McBride, Myers and Newton

Opposed: Malinowski, Livingston, Terracio, Walker, Kennedy, Manning and Jackson

The motion for reconsideration failed.

- b. North Main CEI Services Contract Approval – Mr. Manning moved, seconded by Mr. Livingston, to approve staff's recommendation.

Mr. Malinowski stated there have been some questions raised about possible impropriety involving this particular company in other areas of work; therefore, he cannot support giving them additional work from the County.

Mr. Walker stated either staff, or legal counsel, had an opinion, as to this matter. He requested someone from Administration or Legal to speak to the matter, prior to the vote.

Mr. Brown stated, during a previous Council meeting, there was a discussion related to the award of this contract. Specifically, there was discussion that Council did not want to award contracts to businesses that are involved in a legal dispute with Richland County. Looking at those previous minutes, while Council discussed that, he did not see where Council actually voted to take that action. If Council decides to take that action, staff's recommendation would be to award the contract to the next highest ranked vendor, since Council would have made a decision not to award contracts to businesses that are involved in a legal dispute, with Richland County.

Mr. Walker made a substitute motion, seconded by Mr. Malinowski, to follow the guidance provided by the County Administrator.

Mr. Livingston inquired if that was guidance from the County Administrator.

Mr. Walker clarified his motion that, based on the information provided by the County Administrator, to remove Brownstone, as a qualified bidder, from the County's bid list, and to award the contract to next appropriately ranked vendor.

Mr. Jackson stated, if that becomes the will of Council, he will support it. However, he said at a previous meeting, and he will say it again tonight, that what concerns him more than the motion, on the surface, because he agrees with that, is the way in which the organization that is now being excluded got associated with the major organization, which is technically the organization that is in litigation, by default. He would like to make sure that Mr. Smith makes him understand the association is an indirect party to the lawsuit, and not a direct party. The reason that is important, is because, if he is correct, from the information that he has researched, they became an indirect party, with the organization that is being sued, at the request of a previous Council, which he was not a member. They did not have to become a part of the organization that is now being sued, but was encouraged to become a part, at the behest of this body. Now some years later, as a result of that, they are being held liable by affiliation, and association, not by anything they may have done connected to the lawsuit. In fact, if his research is correct, we encouraged them to become apart because this organization was so poorly demonstrating its involvement of minority firms, so they asked this particular organization to become affiliated to boost our numbers. They could have remained a subcontractor and contracted with the major party throughout the entire project, but at our behest, became a party to the organization being sued to help the County to boost its numbers for SLBEs. And now, we are ready to say we are going to exclude you permanently, until the lawsuit is settled because you are now engaged with an organization that we asked you to be engaged with. He does not have a problem with us not doing business organizations that we are in litigation with. He does have a problem with the way this unfolded, if his chronology is correct.

Mr. Livingston stated we have gone through the process and this group has been selected as the qualified and reasonable bidder. He inquired if there is any legal reasons why we should deny the award of this contract.

Mr. Smith responded he cannot speak to the issue of whether or not there are any legal reasons. He stated, under the County's ordinance, there was a question about whether or not, as a result of them being in litigation, there was a conflict of interest. That particular decision is within the purview of the Procurement Director. Although, legal was asked to look at that particular issue. Whether or not there are any other reasons they may be disqualified, he does not know at this point. He knows there were some issues that were going to be looked at, but he does not know what the result was of those particular issues.

Ms. D. Myers stated, for clarification, Mr. Smith is saying, from a point of legal strategy, if we are suing parties, on the one hand, that on the other hand we could pat them on the back, and then go back before the court and argue some of the same problems.

Mr. Smith responded what he is faced with is not a question of legal strategy, it is what the ordinance provides for. The ordinance provides for there to be a determination there is a conflict if certain things are in place. The person that would make that decision would be the Procurement Director. While he may have a preference, as a County Attorney, his preference would have to take a backseat to what he ordinance says.

Mr. Livingston stated, obviously, the proposals were reviewed, and it was thought this person was the most qualified, based on the proposals. He inquired if there is anything related to procurement whereby this person should be denied the opportunity to be awarded the contract.

Mr. Brown stated, during his conversations with the Procurement Manager, and looking at the ordinance, the ordinance provides for reasons that an entity can be debarred, or suspended, based on known factors. At this point, there were no known factors, according to the ordinance, where it talks about conviction or commission, or someone communicating that they were inappropriately performing services. From a procurement perspective, it was not a question of Brownstone not meeting procurement requirements. It was a question of whether or not, as we talked about earlier, Council, through its decision, had communicated we are not doing business with anyone who has pending legal disputes with Richland County. Nothing has been determined, from Procurement, that Brownstone has performed work inappropriately, or that other actions were taken where convictions are known.

Ms. McBride stated, stated for clarification, based on the Procurement Director, Brownstone meets all of the qualifications necessary to be a contractor with the County.

Mr. Brown responded in the affirmative. The only reason they are before you is because they had already met the qualifications, but that was not the question, in terms of what we are being asked, as to why we would potentially not award them the contract. At a previous Council meeting, it was discussed that Richland County would not award contracts to providers they were in legal dispute with. That would then trigger what we are talking about tonight. If Council takes that vote, it would remove Brownstone, who Legal has indicated is in a legal dispute with the County.

Ms. McBride stated, clearly they met the qualifications, and there were no issues other than the one raised last time about them being in litigation with the County.

Mr. Walker inquired if Brownstone is named individually, jointly, or otherwise as a party in any lawsuit with the County.

Mr. Smith responded the entity known as the PDT, which Brownstone is a member of, was sued collectively. Then, they were all sued individually, as well.

Mr. Walker stated, for clarification, they are currently a named entity in a lawsuit with the County.

Mr. Jackson stated, for clarification, in addition to the lawsuit of the parent organization, Brownstone is individually being sued by the County.

Mr. Smith responded in the affirmative.

Mr. Walker noted that he and a District One School Board member have called for an investigation into the verification of the licensure issue with Brownstone. We have confirmation that an investigation has been launched by State level law enforcement into that issue. Whether you want to give business to a party that you are currently suing, or not, you also have the issue of whether they currently conform to all of our procurement criteria. Some of those criteria has recently been called into question as to whether they are valid and truthful. To him, there is enough smoke, if not flames, to be concerned with the issuance of any future contracts to this entity. He will be the first one to tell you, if, and when, they are cleared, reengaging in business with them, as a County, is of no concern to him. He just wants to make sure that all the smoke has cleared, and the County and Council does not put itself into any worse legal position, with the knowledge we have today.

Mr. Smith stated Council requested a legal opinion regarding the issue of the conflict. Shortly after that, there was a newspaper article that came out regarding what Mr. Walker is referring to. Within that opinion, we also gave some information, but it was his understanding that was going to be

followed up by Procurement. Whatever became of that, in terms of any conclusions they drew, on the issue raised by Mr. Walker regarding the license, he is not sure. He knows that we had a discussion with them, and shared some information that we had, with the understanding this matter needed to be deferred to give them an opportunity to look into that issue. He would assumed we would have gotten some information as to what was found.

Ms. Kennedy stated, for clarification, we are in a legal dispute with Brownstone.

Mr. Smith responded in the affirmative.

Mr. Manning stated this was before us previously, and we held it to have Legal to look into it. Legal did so, and then it was forwarded over to Procurement for review. What is before Council now, is from Procurement. Mr. Brown also said that he had talked with Procurement, and they had done what they needed to. Ultimately, the issue is we have an ordinance that does not cover a situation like this. If we are wanting to make a decision, of Council, to add this into the ordinance, it would require three readings and a public hearing. The concern he has, at this point, is that we were worried about some smoke, maybe fire, if there was smoke, but that it why it was sent back to Legal and staff. The bottom line is, if we do fairness. If we do what our ordinance says. If we do what the Procurement policy says, then we are to the point where we have this before us, and if we decide, on this particular issue, rather than adding it to an ordinance, for future consideration, to forgo the Procurement ordinance, is really disturbing. It concerns him that 6 people could get together, on any willy-nilly thing, and decide to forgo a County ordinance. He stated, if he is correct, these issues were all raised. It went to Legal and Procurement. They looked at everything, in terms of Procurement and the ordinance, and they are back saying there is nothing in the rules of procurement to exclude this situation.

Mr. Smith responded from Legal's perspective that is correct.

Ms. Wladischkin also responded that Mr. Manning was correct.

Mr. Malinowski inquired if the procurement policy stated that we must take the top-ranked firm.

Ms. Wladischkin responded, the way the ordinance reads, award goes to the highest ranked offeror, which is most advantageous to the County. If we are unsuccessful in negotiating a contract with that offeror, we would go to the 2nd ranked offeror, etc. Council could decide that it is advantageous and cancel the solicitation, if they so choose.

Mr. Malinowski stated he does not know that it is most advantageous to enter into a contract with someone we are in litigation with.

In Favor: Malinowski, Terracio, Walker, Myers and Newton

Opposed: Dickerson, McBride, Livingston, Manning, Kennedy and Jackson

The substitute motion failed.

Mr. Walker requested the Administrator to restate staff's recommendation.

Mr. Brown stated staff's recommendation that Mr. Manning is referring to is what is included in the agenda packet, which was to award the contract to the highest ranked vendor, Brownstone. The

recommendation referenced earlier, was based on if Council was deciding not to award a contract to a vendor that the County is in a legal dispute with.

Mr. Manning stated, for clarification, his motion is in reference to p. 101 of the agenda packet, which says, "The evaluation team recommends awarding the North Main Street Widening Project, CE&I services to the top ranked company, Brownstone Construction Group, not exceed \$165,473.19. Additionally, recommend approval of a contingency amount of \$ 35,484.08 for approved overtime."

Mr. Walker requested Mr. Brown's current recommendation, based on the information he now has.

Mr. Brown stated the information he has is, if Council does not wish to award contracts to businesses that are involved in legal disputes with Richland County, then the recommendation would be to award the contract to the 2nd highest ranked vendor on the list because the highest ranked vendor is involved in a legal dispute with the County.

Mr. Walker requested the Chair to restate the motion on the floor.

Mr. Livingston stated the motion on the floor is, "The evaluation team recommends awarding the North Main Street Widening Project, CE&I services to the top ranked company, Brownstone Construction Group, not exceed \$165,473.19. Additionally, recommend approval of a contingency amount of \$ 35,484.08 for approved overtime."

Mr. Walker stated, for clarification that was a previous recommendation, which has now been superseded by the current recommendation of the Administrator.

Mr. Livingston inquired if Mr. Brown offered a new recommendation to Council on this item.

Mr. Brown responded the recommendation he just stated, goes to the point, if Council does not want to award contract to businesses that are in legal dispute with Richland County. At a previous Council meeting, this was a conversation Council had. If that is Council's will, it would prevent us from awarding the contract to Brownstone because we are in a legal dispute with them.

Ms. McBride moved, seconded by Ms. Dickerson, to defer this item.

In Favor: Dickerson, McBride, Livingston and Terracio

Opposed: Malinowski, Walker, Kennedy, Manning, Jackson, Myers and Newton

The motion for deferral failed.

Mr. Manning inquired if the information Mr. Brown presented was contained in the agenda packet.

Mr. Brown responded it was not included in the agenda packet.

Mr. Manning stated we held this up before because we wanted to review the ordinance and look at the procurement process to determine if the concerns some have had about this organization, and a legal dispute they may be involved in with the County, was included in the ordinance. In terms of fairness, of the process, it was not included in the ordinance, and he does not think the way we redo ordinances is on a whim. We would be setting a precedent of not following the ordinance because there is some "smoke" out there.

Mr. Malinowski stated, after hearing what Ms. Wladischkin said, part of the procurement policy states, the number one ranked, and most advantageous company to the County. He does not believe it is advantageous to award a contract to someone you are in a legal suit with.

Ms. Terracio made a substitute motion, seconded by Mr. Malinowski, to accept the advice of the County Administrator, and not move forward with the award of a contract to Brownstone, but to award the contract to the 2nd highest ranked bidder.

Mr. Livingston inquired if that is Mr. Brown's recommendation.

Mr. Brown responded, his recommendation, based on Council's decision not to include any awards for individual groups, or vendors, who are in a legal dispute with Richland County.

Mr. Livingston stated Council has not made that decision. He inquired if Mr. Brown's recommendation is contingent upon that decision.

Mr. Brown responded in the affirmative.

Mr. Manning inquired when the decision was made.

Mr. Brown responded that he mentioned earlier that Council discussed that, but they had not taken that action, which is why he said what he said earlier.

Mr. Jackson stated, if the Administrator is now saying he is not recommending that we go with the organization that was recommended before, based upon his current understanding, and learning tonight the organization is named directly as being sued by the County, he is willing to accept the Administrator's recommendation.

Ms. McBride stated, based on the Administrator's comments, and Council has not approved not accepting anybody in litigation with Council, she is concerned about the legal ramifications of us not accepting Brownstone, after they have been vetted and approved by Procurement. At this point, we do not have the ordinance in place that Mr. Brown spoke of.

Mr. Smith stated if we are going to discuss any ramifications it would need to be addressed in Executive Session.

Mr. Jackson moved, seconded by Ms. McBride, to defer this item until after Executive Session.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Kennedy, Jackson, Myers and Newton

Opposed: Walker

The vote was in favor of deferral until after Executive Session.

18. **EXECUTIVE SESSION**

- a. Sale of Farrow Road Property
- b. Personnel Matter
- c. North Main CEI Services Contract Approval

Ms. Terracio moved, seconded by Ms. McBride, to go into Executive Session.

Mr. Malinowski stated one of the items we are to discuss in Executive Session is the sale of property. It is his understanding, it is because a contract that needs to be discussed. He inquired if the Economic Development Committee previously recommended to Council that the Administrator enter into negotiations for the sale of this property.

Mr. Ruble responded the Economic Development Committee voted to authorize the Administrator to negotiate a contract.

Mr. Malinowski stated, for clarification, it never came to Council for approval.

Mr. Ruble responded in the affirmative.

Mr. Malinowski stated Council Rules state the Economic Development Committee is an advisory committee. The committee considers economic development matters that come before them, and make recommendations to the full Council, not make recommendations to the Administrator. He does not believe this item is properly before us because Council has not decided the Administrator should negotiate something. He is requesting this item not be discussed in Executive Session, since it is not properly before us.

Mr. Livingston inquired if there was language in the agreement that it is contingent upon Council's approval.

Mr. Ruble responded it is clearly stated in the agreement.

Mr. Livingston stated we have customarily handled these matters this way.

Mr. Malinowski stated we have that language when Council has approved for someone to enter negotiations. If we start allowing every committee to arbitrarily direct someone to enter into negotiations, we might as well get rid of the process for vetting things.

Mr. Manning stated, according to the minutes of the March 3, 2020 Special Called Meeting, Ms. Dickerson inquired if this is the same property we were using for the soccer and baseball fields, and Mr. Ruble indicated it was not. He inquired if that was still a true and accurate statement.

Mr. Ruble stated he believes he answered incorrectly. The property was originally considered for soccer fields, and purchased for that reason.

Ms. Dickerson stated she directly asked whether that was the property on Farrow Road that was supposed to be for soccer or baseball fields, and was later considered for a waterpark. She was told this was not the property.

Ms. Kennedy stated this property is in her district, and it was not brought to her attention. This is the same property she denied a couple years ago for a waterpark. She would like to defer the item, so she can discuss it with the residents in that area.

Ms. Kennedy moved, seconded by Mr. Malinowski, to defer the "Sale of Farrow Road Property" item.

Mr. Livingston inquired if there was any information that could be shared in Executive Session that would be helpful with this issue.

Mr. Ruble responded they met with Ms. Kennedy and provided the information they had, and that information has not changed. As far as the process goes, he believes they followed the process they understood was correct, in terms of bringing a contract to the Council versus not having our "t's" crossed and our "i's" dotted.

In Favor: Malinowski, Dickerson, McBride, Terracio, Kennedy, Myers and Newton

Opposed: Livingston, Walker, Manning and Jackson

The motion was in favor of deferring the "Sale of Farrow Road Property" item.

Mr. Manning moved, seconded by Mr. Malinowski, to divide the question.

Mr. Malinowski requested clarification on how the question is being divided.

Mr. Manning responded one would be the Contractual Matter: Personnel Matter and the other Contractual Matter: North Main CEI Services Contract Approval.

Mr. Malinowski stated he did not think "Brownstone" was an Executive Session item.

Mr. Smith responded the issue was initially not an Executive Session item; however, Ms. McBride asked him a question, which requires legal advice.

In Favor: Malinowski, McBride, Livingston, Kennedy, Manning, and Jackson

Opposed: Terracio, Dickerson, Walker, Myers and Newton

The vote was in favor of dividing the question.

North Main CEI Services Contract Approval:

In Favor: Dickerson, McBride, Livingston, Terracio, Kennedy and Myers

Opposed: Malinowski, Walker, Manning and Jackson

The vote was in favor of taking this item up in Executive Session.

Contractual Matter: Personnel Matter:

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Kennedy, Manning, Jackson and Myers

Opposed: Walker

The vote was in favor of taking this item up in Executive Session.

Council went into Executive Session at approximately 10:35 PM and came out at approximately 11:16 PM

Ms. Terracio moved, seconded by Mr. Walker to come out of Executive Session.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning, Kennedy, Jackson, Myers and Newton

The vote in favor was unanimous.

- a. Personnel Matter – Mr. Livingston moved, seconded by Mr. Malinowski, to proceed as discussed in Executive Session.

In Favor: Malinowski, Dickerson, Livingston, Kennedy and Jackson

Opposed: McBride, Terracio, Walker, Myers and Newton

Abstain: Manning

The motion failed.

- b. North Main CEI Services Contract Approval – Ms. Terracio restated her earlier substitute motion as follows: to accept the advice of the County Administrator, and not move forward with the award of a contract to Brownstone, but to award the contract to the 2nd highest ranked bidder.

In Favor: Malinowski, Terracio, Walker, Jackson, Myers and Newton

Opposed: Livingston and Manning

Abstain: Dickerson, McBride and Kennedy

The vote was in favor.

Ms. Dickerson stated, on the record, she abstained on this item because she is not sure of the legal ramifications.

Ms. McBride stated, on the record, she abstained on this item because of the legal ramifications from both sides, and she needs further clarification on the matter.

Ms. Kennedy stated, on the record, she abstained because she needed further clarification.

Mr. Malinowski moved, seconded by Mr. Walker, to reconsider this item.

In Favor: Livingston

Opposed: Malinowski, Terracio, Walker, Manning, Jackson, Myers and Newton

The motion for reconsideration failed.

19. MOTION PERIOD

- a. I move to establish an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be 'affordable' when 30% or less of one's income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities [TERRACIO] – Ms. Terracio amended the language as follows: "I move to evaluate affordable housing options, to include the option of creating an Affordable Housing Trust Fund..."

This item was deferred to the D&S Committee.

Regular Session

April 21, 2020

27

20. **ADJOURNMENT** – The meeting adjourned at approximately 11:30 PM.

Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2020 General Fund Annual Budget by \$455,259.00 to pay for in car camera system for the Richland County Sheriff's Department

Notes:

April 28, 2020 – The committee recommended Council approve the past due payment of the Sheriff's Department camera and digital evidence program to Axon Enterprise, Inc.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-20HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2020 GENERAL FUND ANNUAL BUDGET BY \$455,259.00 TO PAY FOR IN CAR CAMERA SYSTEM FOR THE RICHLAND COUNTY SHERIFFS DEPARTMENT

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of Four Hundred Fifty Five Thousand Two Hundred Fifty Nine Dollars (\$455,259) be appropriated to cover cost of the In Car Cameras from the General Fund Fund Balance. Therefore, the Fiscal Year 2020 General Fund budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2019 as approved:	\$183,268,354
Increase appropriation:	\$455,259
Total Amended Revenue Budget	\$183,723,613

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2019 as approved:	\$183,268,354
Increased Expenditures:	\$455,259
Total Amended Expenditures Budget	\$183,723,613

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Council Chair

ATTEST THE _____ DAY OF _____, 2020

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:
Third Reading:

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Deputy Chief Chris Cowan

Department: Sheriff's Department

Date Prepared: March 09, 2020

Meeting Date: March 24, 2020

Legal Review	Elizabeth McLean via email	Date:	March 12, 2020
Budget Review	James Hayes via email	Date:	March 12, 2020
Finance Review	Stacey Hamm via email	Date:	March 12, 2020
Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Past Due Payment In Car/Body Worn Cameras and digital evidence program		

Recommended Action:

The Sheriff's Department recommends Council approve the past due payment of the Sheriff's Department camera and digital evidence program to Axon Enterprise, Inc.

Motion Requested:

1. Move to accept the Sheriff Department's recommendation; or,
2. Move to deny.

Request for Council Reconsideration: Yes

Fiscal Impact:

Below is the amount remaining:

Total due:	\$938,999
Payment 1:	\$483,741.44
Amount remaining:	\$455,258.55

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

In 2017, County Council approved the implementation of State mandated body worn cameras and in 2012 County Council approved the implementation of State mandated in car cameras for the Sheriff's Department. For three (3) years and eight (8) years respectively, the County has funded both programs. The Sheriff's Department has applied for and received State grant funds to assist with the costs associated with these invaluable systems that are vital to community transparency and are critical training tools.

As part of the County budget process, along with meetings and correspondences, between January 2018 and November 2019 the Sheriff's Department submitted, met with and communicated these specific needs to the Budget Office. RCSD conveyed that these expenses would come due, as normal, November 30, 2019. RCSD was advised that since the funding sources (bonds) were no longer available, these requests would be included in Capital Improvement for the biennium. To date, Capital Improvements have not been funded.

With no funding being allocated, RCSD worked with County Administration and subsequently Axon to identify a solution; so that there would be no late fees, reduction in services or refusal to provide technology upgrades that were due us as part of the ongoing agreements. Axon graciously re-issued the invoice with a new due date of January 30, 2020; with the agreement that we would consolidate all Axon invoices.

Although Axon has issued two late notices (from the re-issued invoice) to RCSD, they have agreed to no late fees, no disruption of service, and no punitive action related to the Contracts. They are not willing to break out new invoices but offered to accept two payments, equaling the total amount.

RCSD is asking Council to provide the funding and direct the Finance Office to make the past due payment of the Sheriff's Department camera and digital evidence program to Axon Enterprise, Inc. in the amount of \$455, 258.55 for FY20.

Per the County's Office of Budget and Grants Management Director, Mr. James Hayes:

The Office of Budget and Grants Management had planned on the items being a part of the CIP for FY20. In the past, the in-car cameras were a part of the Sheriff vehicle package which was previously a part of the CIP and funded through debt. At the time, Administration decided to pursue all Sheriff Capital needs via the CIP process. Those items were presented to Council during the budget process as a recommendation to fund for the Biennium; however, Council decided to bring back to capital needs through a more cross-sectional CIP. The Office of Budget and Grants Management worked closely with departments to produce the CIP which is set to re-appear before Council once the new Administrator has his recommendation(s).

This information has been conveyed to the RCSD; however, due to the time-sensitive nature of the matter, during in the month of December 2019, the Office of Budget and Grants Management worked with Administration to identify a funding source utilizing Capital funds the RCSD currently has on hand with the thought that those funds could be reimbursed once new debt financing was available. Finance Director Hamm was concerned those funds could not be re-allocated a second time as they were previously allocated in September of 2017.

Administration advised the Office of Budget and Grants Management to contact County bond

counsel to obtain guidance as to if those funds could be re-allocated. Staff then learned that the body-worn cameras and in-car cameras could not be paid for with bond proceeds because they were leased. Prior thereto, the Office of Budget and Grants Management was unaware these items were being leased by the RCSD and was under the impression they were purchased and therefore were considered capital assets eligible for the CIP routing process.

Although Council voted to approve implementation in 2017, none of these items were budgeted in Biennium Budget I by its builders. The Office of Budget and Grants management has worked continuously worked with Administration to find funding in FY18 and FY19. Due to the budget deficit resulting in Biennium Budget I, there was no “cushion” to include these funds in the General Fund operating budget for Biennium Budget II. This information was provided to the RCSD during its budget meeting in the spring of 2019. Once all avenues were exhausted for FY20, staff worked with Administration to identify some funds within the contingency fund to cover the body-worn cameras; however, funds were not available cover the in car cameras as well. Again, this information was provided to the RCSD as well as an alternative solution that staff was confident could possibly lead to the resources at the end of the fiscal year. This option was ultimately rejected by the RCSD.

Attachments:

Richland County Council Request for Action

Subject:

Intergovernmental Agreement – Municipal Judge – Town of Arcadia Lakes

Notes:

April 28, 2020 – The committee recommended Council accept the Chief Magistrate's recommendation to enter into an IGA with the Town of Arcadia Lakes for a municipal judge.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Ashiya A. Myers, Assistant to the Administrator

Department: Administration

Date Prepared: November 05, 2019

Meeting Date: March 25, 2020

Legal Review	Elizabeth McLean via email	Date:	March 18, 2020
Budget Review	James Hayes via email	Date:	March 18, 2020
Finance Review	Stacey Hamm via email	Date:	March 16, 2020
Other Review:	Chief Magistrate Tomothy Edmond	Date:	March 06, 2020
Approved for Council consideration:		County Administrator	Leonardo Brown, MBA, CPM

Committee Administration & Finance

Subject: Intergovernmental Agreement – Municipal Judge – Town of Arcadia Lakes

Recommended Action:

Chief Magistrate Edmond recommends approving the Intergovernmental Agreement (IGA) with the Town of Arcadia Lakes.

Motion Requested:

Move to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Arcadia Lakes for a municipal judge.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact to the County. Per the IGA, the municipality shall pay compensation for its municipal judge, including, but not limited to FICA and state retirement.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Chief Magistrate Tomothy Edmond has reviewed the agreement. The mayor and legal counsel of the Town of Arcadia Lakes have also reviewed the agreement and have given their approval of the stated terms.

Attachments:

1. Draft Intergovernmental Agreement – Town of Arcadia Lakes

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

**INTERGOVERNMENTAL
AGREEMENT
(Municipal Judge)**

This Agreement made and entered into by and between the County of Richland, a political subdivision of the State of South Carolina, hereinafter referred to as “County”, and the Town of Arcadia Lakes, a municipality political subdivision of the State of South Carolina, hereinafter referred to as “Town”:

WHEREAS, in accordance with the laws of the State of South Carolina, the Town is desirous of providing under its existing adopted ordinances, and Appointed Judge being a qualified magistrate, in good standing, and serving presently within the magisterial system for the County; and

WHEREAS, the town shall appoint such magistrate to serve as its municipal judge for such term (s) as agreed to herein below, and for such compensation as set by Town, and agreed to by County and further consented to by the appointed municipal judge; and

WHEREAS, the County is willing to permit the Honorable Daniel McLeod Coble, a magistrate of the County in good standing, hereinafter referred to as “ Judge Coble” to serve as the Municipal Court Judge for the Town; and

WHEREAS, The County and Town are authorized to enter into this Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws 1976, as amended, and as further authorized by Order(s) of the South Carolina Supreme Court in existence preceding this agreement.

NOW THEREFORE, it is mutually agreed by and between the Town and County, with consent of Judge Tomothy C. Edmond and Judge Coble, as follows:

1. Judge Coble shall serve as the Municipal Court Judge for the Town of Arcadia Lakes, South Carolina for a term of four years within the conditions of this agreement.

2. Judge Coble shall perform all functions and provide such services to the Town as have been customarily rendered or provided for by Municipal Judges within the ordinances of Town, consisting of, but not limited to conducting bench and jury trials, issuing warrants, cease and desist orders, setting bonds, setting fines and penalties for violations of ordinances under due process, and such other duties and functions as shall be agreed upon by the parties and the Town provided for by law. The provision of such services shall be in a time and manner so as not to interfere with Judge Coble's regular duties with Richland County as a magistrate.
3. While performing the functions and duties of the Municipal Judge, Judge Coble shall be totally responsible and dedicated to the benefit and objectives of the judicial system of the Town, without interference from or influence by the County, its employees, or its Council. Judge Coble when acting for and on behalf of the Town's judicial system shall under this intergovernmental agreement be authorized on behalf of Town, to hold Court and related Courtroom functions in such location as at time is assigned to him for holding Court as a magistrate for the County.
4. In order to compensate the County for the services of Judge Coble for serving as Town Municipal Judge, the Town shall pay the County the sum of One Hundred (\$100.00) Dollars per month, plus the employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, (calculated on the monthly prorated amount paid), said sum being due on or before the last day of each month that said judicial services are rendered to Town. Said sum shall constitute the compensation to Judge Coble for services as Municipal Judge hereunder for retainer and availability under this intergovernmental agreement.

Notwithstanding the forging, in the event Judge Coble, on behalf of the Town solely under its judicial system, is called upon to render services by holding court or hearings for specific matters relating to the Town ordinances, then in such event the Town and Judge Coble may agree upon additional compensation for such services, not to exceed the sum equivalent to that amount paid by the County for such time expended in a like such case or matter to be

calculated and based upon the hourly salary at such time otherwise owing to Judge Coble by the County for like services. Any monies paid by Town shall include employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, calculated on the monthly prorated amount paid.

5. All compensation for Judge Coble services as a Town Municipal Judge, including but not limited to FICA and state retirement, shall be paid by the Town according to paragraph 4, above to the extent such compensation is earned for services provided for herein. The sums paid to the County for the services of Judge Coble, less the deductions set forth herein, shall be duly paid over to Judge Coble. In the event that Judge Coble's services as Town Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this Agreement shall cease, and no further payments pursuant to this Agreement shall be made to Judge Coble.

It is further understood and agreed by the parties and Judge Coble, is evidenced by his signature below, that for the purposes of determining Judge Coble's salary under S. C. Code Section 22-8-40(i) only, no monies paid pursuant to the Agreement shall constitute Judge Coble salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as a Town Municipal Judge pursuant this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code Section 22-8-40(i) and the County shall not be required to pay Judge Coble any monies to compensate for the loss of monies associated with cessation of his services as a Town Municipal Judge under this Agreement.

6. This agreement may be terminated by the Town, the County or Judge Coble by giving all other parties thirty (30) days written notice of termination, excepting of course if Judge Coble ceases to be a magistrate, or the immediate termination for breach of contract, either of which would not require notice but constitute termination.
7. This Agreement may be amended, modified or changed only by written agreement of the Council of Richland County and Council of Town of Arcadia Lakes; except that, the Town

reserves the right to alter or change, from time to time, the compensation rendered to Judge Coble for his services to the Town without further approval of the County or according to the terms hereof. Any such change in compensation shall be reported within thirty (30) days to the County by the Town.

8. The Town shall be responsible for defending any and all claim(s), demands, and/or actions brought against the Town and/or Judge Coble arising out of or from any act(s) and/or omissions(s) on the part of Judge Coble during the course of providing such judicial services to the Town according to authorities of law.

9. The assignment of Judge Coble as the Municipal Judge for the Town shall be made by the Chief Summary Court Judge (“Chief Magistrate”) for Richland County, S. C. in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann. Section 14-25-15 2004), and in particular (i) shall pursuant to subsection (A) appoint and qualified”; and (ii) shall pursuant to subsection (B) “notify South Carolina Court Administration of” the appointment of Judge Coble as Municipal Judge for Town of Arcadia Lakes, South Carolina.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF WE THE UNDERSIGNED have this ____ day of November 2019 set out hands(s) and seal(s) hereon.

RICHLAND COUNTY

WITNESSES

By: Paul Livingston
Its: Richland County Council Chair

TOWN OF ARCADIA LAKES

By: Mark W. Huguley
Its: Mayor

AND I DO SO CONSENT AND AGREE

Daniel McLeod Coble
As Richland County Magistrate
And Individually

Richland County Council Request for Action

Subject:

South Carolina Department of Transportation (SCDOT) Interstate 26 Widening

Notes:

April 28, 2020 – The committee recommended Council approve staff's recommendation.



Agenda Briefing

Prepared by: Tariq Hussain, Director

Department: Richland County Utilities

Date Prepared: November 20, 2019

Meeting Date: March 24, 2020

Legal Review	Elizabeth McLean via email	Date:	March 18, 2020
Budget Review	James Hayes via email	Date:	March 17, 2020
Finance Review	Stacey Hamm via email	Date:	March 16, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Subject:	South Carolina Department of Transportation (SCDOT) Interstate 26 Widening		

Recommended Action:

RCU staff recommends Council approves:

1. The relocation of sewer lines and appurtenances in conflicts with the proposed I-26 expansion;
2. The award of engineering services to Joel Woods and Associates;
3. The award of the construction phase to Archer-United Joint Venture as part of the general contract with SCDOT;
4. The execution of the Memorandum of Agreement (MOA) with the South Carolina Department of Transportation (SCDOT) to secure the relocation funds.

Motion Requested:

Move to approve the staff's recommendations as mentioned above.

Request for Council Reconsideration: Yes

Fiscal Impact:

Richland County is responsible for relocating all sewer mains and/or appurtenances in the SCDOT right of way and those in conflict with the proposed road expansion. A review of permitted road expansion plan shows about 5000 LF of sewer lines are in conflict with the proposed expansion. The total estimate for the construction is \$1,640,000.00. Once the MOA is executed all funds will be provided by the SCDOT for this project for the lines within their right-of-way.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The I-26 expansion is an ongoing South Carolina Department of Transportation (SCDOT) project proposed to improve the structure and capacity of the interstate. This project is designed to upgrade an approximately 16-mile section of the I-26 corridor for increased capacity as well as to meet with state and federal design requirements. The proposed expansion will include the widening of lanes from mile marker 101 to 97, the replacement of seven overpass bridges within the specified section, and the modification of three interchanges at exits 85, 91 and 97. The project will also include reconfiguration of other roads such as Broad River Rd and Broad Berry Rd as a part of the proposed modification to the exit 97 ramps.

On August 29, 2019, SCDOT and its consultant gave a presentation to all area utility providers to discuss the project and identify potential areas of conflict. A review of the design shows Richland County Utilities (RCU) has approximately 5000 LF of sewer lines and appurtenances that are in conflict with the proposed road expansion (Appendix A). Figure 1 shows a general layout of the section of I-26 to be upgraded and the current location of those RCU sewer mains in conflict. The red line represents the sewer line that requires relocation; the red circle represents those sections of the sewer line that require extended casing to the new right-of-way. Figures 2-6 shows a closer view of those sections shown in figure 1. The grey lines in these figures represent the outlines of the existing road; the black lines represent the proposed upgrade; the red lines represent the existing locations of sewer mains within the work area.

All of the sewer lines in conflict with the proposed expansion are in SCDOT's right-of-way; therefore, the county has no prior right to the current location of these lines. Section 57-5-880 of the S.401 bill signed May 13th, 2019 and paraphrased below dictates that the transportation entity should use up to 4% of the construction cost for the transportation project to relocate sewer/water systems in conflict with the transportation project.

"The bill requires an entity that undertakes a transportation project to bear the costs related to relocating water and sewer lines, up to 4% of the original construction bid amount for a large public water utility or large public sewer utility. If a public utility is small meaning 10,000 or fewer connections and serves a population of 30,000 or less the transportation improvement project shall bear all of the relocation costs, including design costs."

The resolution of these conflicts will require sewer main relocation, raising of manholes, relocation of valves, the extension of sewer main casing, and other associated tasks. According to the schedule provided by SCDOT, road construction is scheduled to commence April 1, 2020. This implies that the relocation of all utilities in conflict with the proposed expansion must be completed before April 1, 2020. A preliminary review of the relocation of those RCU sewer lines in conflict suggests that the relocation of these lines will require extensive work that may span approximately 6 months for a turnkey execution. Although it is anticipated that the requirements of the S.401 bill will allow the total relocation cost to be covered by SCDOT, it is important that the project is executed to meet all applicable deadlines. Failure to meet the project contract requirements and construction schedule may result in the utility provider having to bear all relocation costs.

Based upon the time constraint, the department has submitted proposals for engineering services to the Procurement Division for contract approval. Staff recommends engineering services be awarded to Joel

Wood and Associates (JEWA) and the construction phase is awarded to Archer-United Joint Venture. JEWA has worked extensively on several RCU projects and has a vast knowledge of RCU's sewer collection system. Archer-United Joint Venture provides services that include road, water, sewer, and pipeline construction and is the construction company awarded the design-build of the SCDOT road expansion. During coordination meetings held with both Archer-United JV and SCDOT, the Archer-United expressed availability to execute the relocation of the sewer lines under a general contract, if required. The SCDOT has proposed that Richland County enter into a contract by Memorandum of Agreement (MOA) to eliminate the possibility of being disqualified from receiving relocation funds. This will also minimize the coordination effort and expedite project execution.

Attachments:

1. Memorandum of Agreement
2. Correspondence from the SCDOT
3. Cost Estimate

2 *MP*

MEMORANDUM OF AGREEMENT

For In-Contract Utility Relocation

Interstate 26 Widening and Rehabilitation from MP 85 to MP 101 Relocation

Richland County Utilities in Richland County

SCDOT Project ID P029808 *MP*

This Agreement is made this 9th day of January, 2020 by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and Richland County Utilities (hereinafter referred to as "UTILITY") (collectively "the Parties") to ensure the successful completion of the public water and sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term "Project" shall refer to **SCDOT's** Project along Interstate 26 Widening and Rehabilitation from MP 85 to MP 101 in Richland County.
2. The term "Utility Work" shall refer to an adjustment necessitated by **SCDOT's** Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system's service.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT's** contract for the construction of the Project.
2. The Utility Work shall be constructed by a contractor approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT's** contractor will either select the contractor to perform the Utility Work from **UTILITY's** list of preferred contractors, or will apply to become qualified by **UTILITY** in order to self-perform.
3. **UTILITY** agrees to review and consider whether innovative design and/or construction measures proposed by **SCDOT** or **SCDOT's** contractor are acceptable in consideration of **UTILITY's** design criteria, standard material and construction specifications, requirements, and system functionality.
4. All Utility Work shall be in compliance with all applicable **SCDOT** policies, including **SCDOT's** Utilities Accommodations Manual – A Policy for Accommodating Utilities on Highway Rights of Way, incorporated herein by reference.

5. **SCDOT** has no duty to review **UTILITY**'s utilities or components for their quality or adequacy to provide the intended Utility service.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four and one-half percent of the original construction bid amount of the Project minus the costs of the small public water and sewer utility's relocation costs. Since more than one large public water utility or large public sewer utility will be required to relocate due to the Project, the total cost share of up to four and one-half percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments and for amounts that exceed the limits set by Act 36 of 2019.
3. **SCDOT** estimates the original construction bid amount to be \$421,000,000.00 . Four and one-half percent of this estimate is \$18,945,500.00 . SCDOT must pay all small public water and sewer relocation costs, without limitation, associated with the Project. This amount will be subtracted from the four and one-half percent of the original construction bid amount. This is the maximum amount SCDOT will contribute to non-prior rights Utility Work for large public water and sewer utilities. This amount shall be divided pro rata among 2 large public water or sewer utilities. The pro ration shall be based on the estimates provided by all eligible large public water or sewer utilities with Utility Work associated with the Project.
4. **UTILITY** estimates the total cost of the Utility Work to be \$1,640,000.00, with such costs to be allocated as follows:
 - a. **SCDOT**'s share is estimated at \$1,640,000.00. This consists of:
 - i. **Prior Rights** estimated at \$0.00
 - ii. Pro-rated share (100%) of total **Non-Prior Rights** estimated at \$1,640,000.00
 - b. **UTILITY**'s share is estimated at \$0.00
5. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all relocation costs and subject **UTILITY** to liability for Project delays.
6. **SCDOT**'s share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work. Any amount over this shall be the responsibility of **UTILITY**.
7. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT**'s maximum contribution, **SCDOT** will invoice **UTILITY** for that amount. **UTILITY** shall remit the invoiced amount to **SCDOT** within 30 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT**'s contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT**'s Contractor with all documents provided to **SCDOT** by **UTILITY**.

3. Allow **UTILITY** or **UTILITY**'s Consulting Engineer and/or Inspector access to the site when the Utility Work is underway.
4. **SCDOT**'s contractor shall be responsible for the Utility Work until it is accepted by **UTILITY**.
5. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 *et seq.*), **SCDOT** hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on **SCDOT**'s part, or the part of any employee of **SCDOT** in the performance of the work undertaken under this Agreement.
6. **SCDOT** will include **UTILITY**'s construction and design criteria in **SCDOT**'s contract with Contractor.

Section V – **UTILITY**'s Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work within SCDOT right-of-way. Permit costs will be reimbursable pursuant to the terms of this Agreement.
2. Provide all engineering design services and specifications necessary for the Utility Work. Design costs shall be reimbursable pursuant to the terms of this Agreement.
3. Provide to **SCDOT** a list of preferred contractors (minimum of three) to meet **SCDOT**'s schedule for the Project. **UTILITY** shall also provide a method for **SCDOT**'s contractor to become certified in order to self-perform the Utility Work.
4. **UTILITY** shall provide construction observation services for the Utility Work. These costs shall be reimbursable by **SCDOT** pursuant to the terms of this Agreement.
5. **UTILITY** must meet the Project schedules established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** no later than the dates indicated as Final Design & Material List Submittal to CJV on Attachment A, attached hereto and incorporated herein.
6. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
7. If criteria and specifications provided by **UTILITY** are found to be inaccurate due to errors or omissions, **UTILITY** shall be responsible for any resulting damages, including delay damages or the costs attributable to such delays.
8. **UTILITY** shall not be responsible or liable for schedule or costs if **SCDOT**'s contractor fails to adhere to **UTILITY**'s Design Criteria and Standard Specifications.
9. **UTILITY** shall maintain existing facilities in place at its expense until new facilities that are acceptable to **UTILITY** have been constructed, tie-ins and switch-overs have been completed, and existing facilities are ready to be removed.
10. **UTILITY** retains responsibility for operation of any temporary facilities, and must coordinate with **SCDOT** and **SCDOT**'s contractor for access to the Project site for this purpose. **SCDOT**'s contractor is responsible for installation and maintenance of all temporary facilities and maintains ownership of temporary facilities.
11. **UTILITY** is required to attend all utility meetings held by **SCDOT**'s contractor or at the request of **SCDOT**.

12. **UTILITY's** on-site representative or inspector shall sign off on the installed quantity of pipe and associated equipment on a weekly basis for each phase of Utility Work construction. **SCDOT's** contractor shall coordinate the construction schedule with **UTILITY** and provide three business days' notice for days in which the contractor plans to perform Utility Work. **UTILITY's** on-site representative or inspector may perform inspection to verify work for all items related to the Utility Work.
13. Prior to accessing the Project site, **UTILITY** shall coordinate with **SCDOT's** contractor regarding their safety policies and access requirements.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** Right-of-Way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** Right-of-Way, or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon **UTILITY's** acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. Should additional Utility Work become necessary as a result of Project impacts on **UTILITY's** facilities that were not foreseen at the time of execution of this Agreement, **UTILITY** agrees to work with **SCDOT** and **SCDOT's** contractor to negotiate a resolution.
9. **The Parties** agree that delays in the Utility Work will impact public convenience, safety, and welfare, and that monetary damages would be inadequate to compensate **SCDOT** for delays in

the construction of the Project. Consequently, **SCDOT** shall be entitled to specific performance or other equitable relief from **UTILITY** in the event of any breach of this Agreement which threatens to delay construction of the Project. This provision shall not limit any other remedies available to **SCDOT**.

10. All claims or disputes shall be filed with **SCDOT's** Project Manager. The **Parties** will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the **SCDOT** Project Manager, the **Parties** may appeal the claim or dispute to the appropriate **SCDOT** Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both **Parties**, subject to non-jury appeal in the Circuit Court of Richland County.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

Section VIII – Authority and Law

SCDOT and **UTILITY** each bind themselves, their respective successors, executors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.

This Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives on the dates set forth below.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Jammy Addy

WITNESS

BY: Leonardo Brown

Leonardo Brown, MBA, CPM
Richland County Administrator

DATE: 11/9/2020

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: [Signature]

Deputy Secretary for Finance and Administration
or Designee

[Signature]

WITNESS

RECOMMENDED BY:

JOB [Signature]

Deputy Secretary of Engineering or Designee

REVIEWED BY:

Cebria Keitt

State Utilities Engineer



Joel E. Wood & Associates, P.L.L.C.
 Planning • Engineering • Management

PROBABLE CONSTRUCTION COST

PROJECT: I-26 SEWER RELOCATION PROJECT #: 190104.3
 BY: JOEL WOOD DATE: 12/30/19
 ADD. INFO.: PRE DESIGN COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE		AMOUNT
1	MOBLIZATION	1 LS	\$3,000.00	LS	\$3,000.00
2	CLEARING AND GRUBING	1 LS	\$7,000.00	AC	\$7,000.00
3	EROSIOIN CONTROL	1 LS	\$16,000.00	AC	\$16,000.00
4	MANHOLE 4' DIA	4 EA	\$4,500.00	EA	\$18,000.00
5	8" GRAVITY SEWER	120 LF	\$90.00	LF	\$10,800.00
6	6" C900 PVC FORCEMAIN	5900 LF	\$60.00	LF	\$354,000.00
7	6" COATED DUCTILE IRON PIPE FORCEMAIN	160 LF	\$120.00	LF	\$19,200.00
8	BORE AND JACK 18" STEELE CASING WITH 8" RJ COATED DIP	340 LF	\$1,000.00	LF	\$340,000.00
9	EXTEND 18' CASING WITH 6" RJ COATED DIP	210 LF	\$1,500.00	EA	\$315,000.00
10	AIR VACUUM VALVES	3 EA	\$4,000.00	EA	\$12,000.00
11	6' PLUG VALVES	5 EA	\$4,000.00	EA	\$20,000.00
12	TIE TO EXISTING LINE	7 EA	\$10,000.00	EA	\$70,000.00
13	8" PLUG VALVES	1 EA	\$5,000.00	LS	\$5,000.00
14	REMOVE EXISTING VALVE	1 EA	\$6,000.00	EA	\$6,000.00
15	MISCELLANEOUS FITTINGS	1 LS	\$15,000.00	LS	\$15,000.00
16	TESTING	1 LS	\$20,000.00	EA	\$20,000.00
	SUBTOTAL				\$1,231,000.00
1	CONTINGENCY 20%				\$246,200.00
2	CONSTRUCTION TOTAL				\$1,477,200.00
3					
4					
				SHEET TOTAL	\$1,477,200.00



Joel E. Wood & Associates, P.L.L.C.
Planning • Engineering • Management

PROJECT: _____ PROJECT #: _____

BY: _____ DATE: _____

ADD. INFO.: _____

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
26	AMOUNT FROM PREVIOUS PAGE			\$1,477,200.00
27				
28	Engineering (Based on Project Total)			\$84,000.00
29	Construction Administration (Based on Project Total)			\$73,000.00
30				
31				
32				
33				
34				
35				
36				
36			SHEET TOTAL	\$1,634,200.00
37				
PROJECT BUDGET				\$1,640,000.00

This is a preliminary construction cost estimate. The client understands that Joel E. Wood & Associates, LLC has no control over the costs or the price of labor, equipment, materials or the contractor's method of pricing, and the opinions of estimated cost provided herein are made on the basis of Joel E. Wood & Associates, LLC qualifications and experience. Joel E. Wood & Associates makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual cost.



SCDOT P029808 Interstate 26 Widening and Rehabilitation from MP 85 to MP 101

Wet Utility Relocation/Design Deadlines

Tuesday, November 19, 2019, 10:00 AM

SCDOT Headquarters Office

ITEM 1 - Below is a list of wet utility owners and locations throughout the project with relocation deadlines for Archer United JV to perform the relocations/adjustments for developing SCDOT ACT36/BILL401 MOA amendments (MOAA) with utility owners, SCDOT and AW/UIG JVT.

	<i>Projected Bridge/Roadway Construction Start</i>	<i>Final Design & Material List Submittal to CJV</i>	<i>RFC Date</i>	<i>Relocation Deadline</i>
City of Columbia				
Water				
Segment 1 I-26	June 10, 2020	Feb. 3, 2020	Mar. 2, 2020	May 11, 2020
<i>Crossings</i>				
Broad River Rd./B3	Jan. 7, 2021	Aug. 3, 2020	Sept. 1, 2020	Dec. 1, 2020
Shady Grove Rd./B2	March 25, 2021	Nov. 20, 2020	Dec. 28, 2020	Feb. 22, 2021
Mt. Vernon Rd./B4	Oct. 13, 2021	July 5, 2021	Aug. 2, 2021	Sept. 10, 2021
Koon Rd./B1	May 31, 2022	Feb. 7, 2022	March 7, 2022	April 22, 2022
Columbia Ave./B6	Oct. 5, 2022	May 9, 2022	June 3, 2022	Sept. 1, 2022
Richland County				
Utilities				
Segment 1 I-26	June 10, 2020	Feb. 3, 2020	Mar. 2, 2020	May 11, 2020
<i>Crossings</i>				
Broad River Rd./B3	Jan. 7, 2021	Aug. 3, 2020	Sept. 1, 2020	Dec. 1, 2020
Newberry County				
Water & Sewer				
Pomaria St./B10	Sept. 16, 2020	May 18, 2020	June 12, 2020	Aug. 17, 2020
Town of Chapin				
Columbia Ave./B6	Oct. 5, 2022	May 9, 2022	June 3, 2022	Sept. 1, 2022

July 25, 2019

Bob Jennings, Associate Engineer II
Richland County Utilities
7525 Broad River Road
Irmo, South Carolina 29063

Re: Project ID No. P029208 — Road/Route: I-26 Widening from/near SC 202 (Exit 85) to near US 176 (Exit 101) — Lexington, Newberry, and Richland Counties

Dear Mr. Jennings:

The South Carolina Department of Transportation (SCDOT) is currently under contract with Archer-United Joint Venture to perform design-build services, including SUE and utility coordination for the referenced project.

The purpose of this letter is to inform you that a representative with Infrastructure Consulting & Engineering (ICE) will be handling the utility coordination on behalf of Archer-United Joint Venture and will be in contact with you to gather necessary utility data for this project. We ask that you please assign this project to one of your engineers so that utility conflicts and concerns may be addressed early in the project schedule.

Also, included for your use is an Exhibit A location map, and SCDOT's Utility Company Checklist form which outlines the information that is needed from you to complete this project. **With the passing of S.401 signed May 13th, 2019:** *"The bill requires an entity that undertakes a transportation project to bear the costs related to relocating water and sewer lines, up to 4% of the original construction bid amount for a large public water utility or large public sewer utility. If a public utility is small meaning 10,000 or fewer connections and serves a population of 30,000 or less the transportation improvement project shall bear all of the relocation costs, including design costs."* **If you're considered a small public utility please provide the number of taps and population serving size to the consultant as part of the utility coordination process.**

If you should have any questions concerning this, please feel free to contact me at (803) 737-1457 or JacksonVJ@scdot.org.

Sincerely,



Jackson, Vanetta J
2019.07.25 10:34:01
-04'00'

Vanetta J. Jackson
ROW Utilities Project Manager

VJJ: ssm
Enclosure
File: ProjectWise
ec: Brad Reynolds, SCDOT, Program Manager
Gus Kretschmer, Utility Relocation Coordination Manager, (ICE)

Post Office Box 191
955 Park Street
Columbia, SC 29202-0191



www.scdot.org
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855-GO-SCDOT (855-467-2368)

Figure 1: General Layout of the Section of I-26 to be Upgraded and Location of Sewer Main in Conflict



Map data ©2019 1 mi

Figure 2: Section of Sewer Main to be Relocated

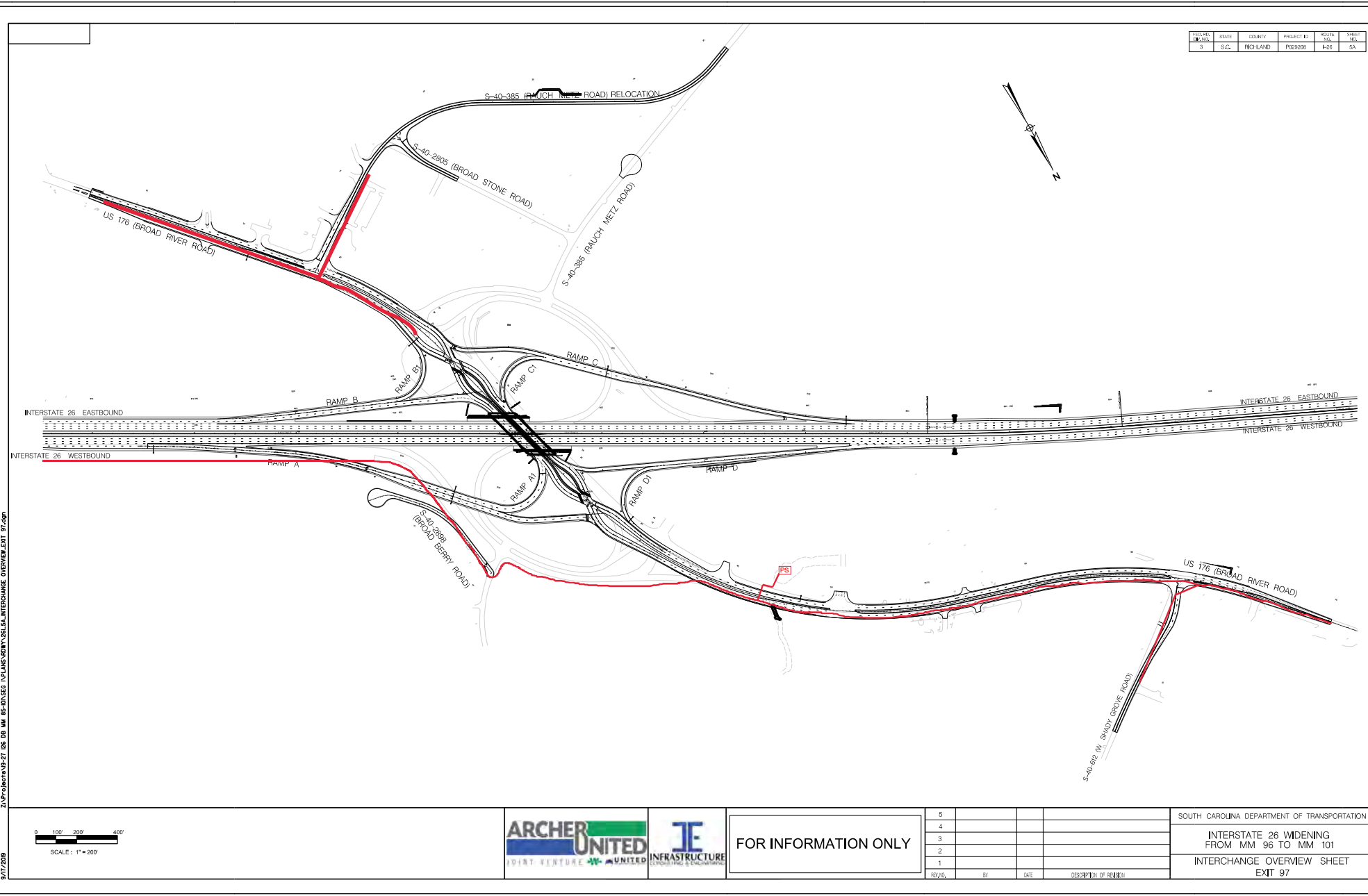
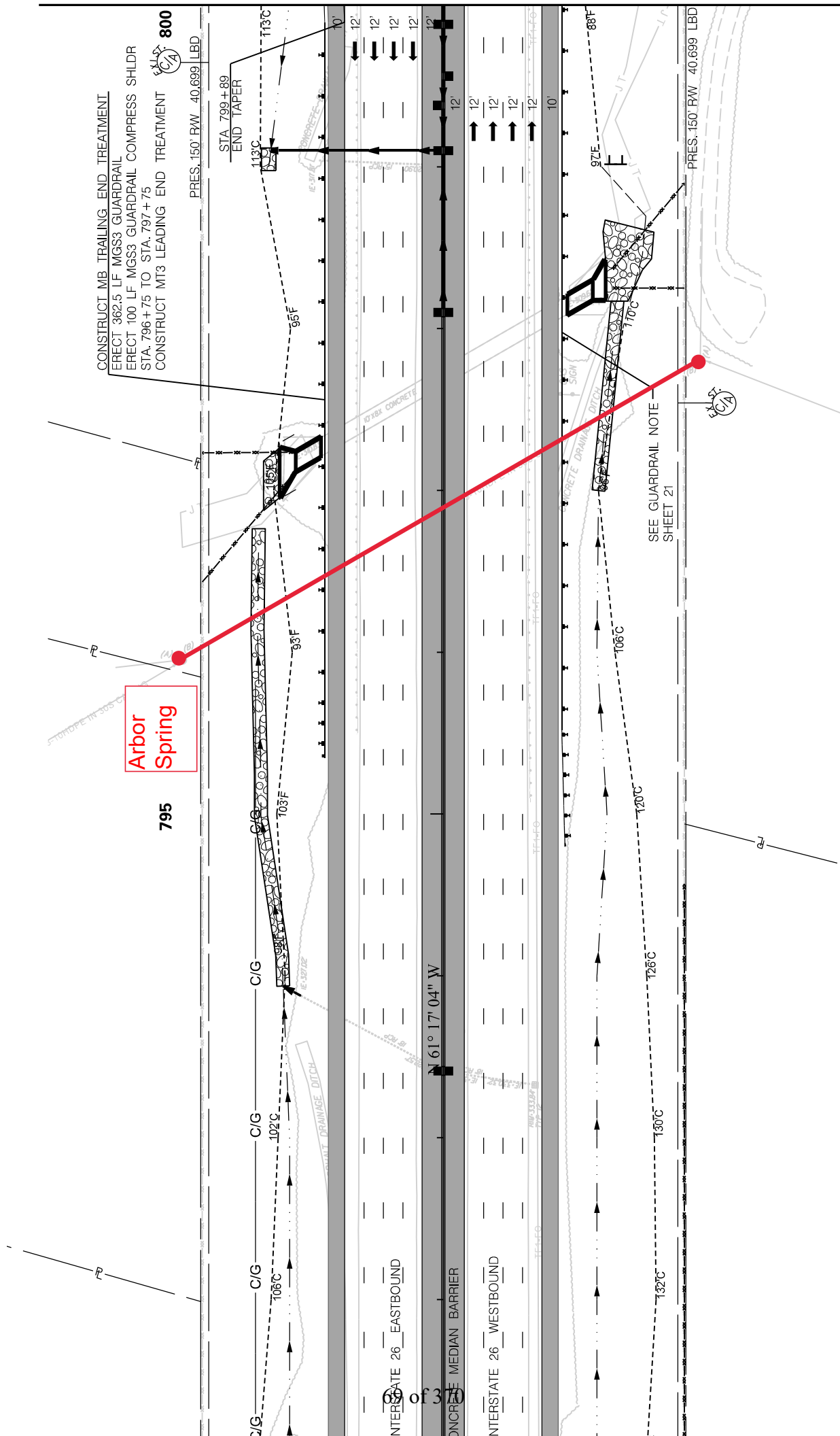


Figure 6 : Section of Sewer Main Casing to Extended to ROW





Joel E. Wood & Associates, P.L.L.C.

Planning • Engineering • Management

PROBABLE CONSTRUCTION COST

PROJECT: I-26 SEWER RELOCATION PROJECT #: 190104.3
 BY: JOEL WOOD DATE: 12/30/19
 ADD. INFO.: PRE DESIGN COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE		AMOUNT	
1	MOBLIZATION	1	LS	\$3,000.00	LS	\$3,000.00
2	CLEARING AND GRUBING	1	LS	\$7,000.00	AC	\$7,000.00
3	EROSIOIN CONTROL	1	LS	\$16,000.00	AC	\$16,000.00
4	MANHOLE 4' DIA	4	EA	\$4,500.00	EA	\$18,000.00
5	8" GRAVITY SEWER	120	LF	\$90.00	LF	\$10,800.00
6	6" C900 PVC FORCEMAIN	5900	LF	\$60.00	LF	\$354,000.00
7	6" COATED DUCTILE IRON PIPE FORCEMAIN	160	LF	\$120.00	LF	\$19,200.00
8	BORE AND JACK 18" STEELE CASING WITH 8" RJ COATED DIP	340	LF	\$1,000.00	LF	\$340,000.00
9	EXTEND 18" CASING WITH 6" RJ COATED DIP	210	LF	\$1,500.00	EA	\$315,000.00
10	AIR VACUUM VALVES	3	EA	\$4,000.00	EA	\$12,000.00
11	6' PLUG VALVES	5	EA	\$4,000.00	EA	\$20,000.00
12	TIE TO EXISTING LINE	7	EA	\$10,000.00	EA	\$70,000.00
13	8"PLUG VALVES	1	EA	\$5,000.00	LS	\$5,000.00
14	REMOVE EXISTING VALVE	1	EA	\$6,000.00	EA	\$6,000.00
15	MISCELLANEOUS FITTINGS	1	LS	\$15,000.00	LS	\$15,000.00
16	TESTING	1	LS	\$20,000.00	EA	\$20,000.00
	SUBTOTAL					\$1,231,000.00
1	CONTINGENCY 20%					\$246,200.00
2	CONSTRUCTION TOTAL					\$1,477,200.00
3						
4						
				SHEET TOTAL		\$1,477,200.00



Joel E. Wood & Associates, P.L.L.C.
Planning • Engineering • Management

PROJECT: _____ PROJECT #: _____
 BY: _____ DATE: _____
 ADD. INFO.: _____

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
26	AMOUNT FROM PREVIOUS PAGE			\$1,477,200.00
27				
28	Engineering (Based on Project Total)			\$84,000.00
29	Construction Administration (Based on Project Total)			\$73,000.00
30				
31				
32				
33				
34				
35				
36				
36			SHEET TOTAL	\$1,634,200.00
37				
PROJECT BUDGET				\$1,640,000.00

This is a preliminary construction cost estimate. The client understands that Joel E. Wood & Asscoaites, LLC has no control over the costs or the price of labor, equipment, materials or the contractor's method of pricing, and the opinions of estimated cost provided herein are made on the basis of Joel E. Wood & Associates, LLC qualifications and experience. Joel E. Wood & Associates makes not warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual cost.

Richland County Council Request for Action

Subject:

Condemning a property for SE Sewer/Water Project

Notes:

April 28, 2020 – The committee recommended Council approve condemning the property tax ID R21915-12-02 for the SE Sewer/Water Project to move forward.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Jani Tariq Hussain, Deputy Director

Department: Utilities

Date Prepared: March 09, 2020

Meeting Date: March 24, 2020

Legal Review	Elizabeth McLean via email	Date:	March 18, 2020
Budget Review	James Hayes via email	Date:	March 11, 2020
Finance Review	Stacey Hamm via email	Date:	March 12, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Condemning a property for SE Sewer/Water Project		

Recommended Action:

Staff recommends the County Council approves condemning the property tax ID R21915-12-02 for the SE Sewer/Water Project to move forward.

Motion Requested:

Move to approve the staff's recommendation as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no associated fiscal impact.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Southeast Sewer Project consists of preparation and submission of plans and specifications for providing sanitary sewer service to a large portion of southeast Richland County. It will be an expansion of Richland County's existing sewer collection system which currently serves the Town of Eastover. The project is necessary to provide access to public sewer service to existing residences, small businesses, government offices, and churches in the southeast area of Richland County which currently does not have access to a public sewer system. Additionally, the project will provide access to public sewer service for up to five (5) existing private wastewater treatment facilities, connecting them to the system and eliminating their current discharges. This will also re-direct the existing wastewater flow to the City of Columbia's system from the residents, schools, and businesses in the vicinity of Garners Ferry Road (US Highway 378) into the County system.

Currently, the project is underway. The bidding of the project has been completed and will be awarding the contract to begin the construction of the sewer collection systems. Richland County Utilities is in process of acquiring all required easement exception of one property. Richland County Utilities, Engineering consultant, and the appraiser have been trying to contact the owner of the property, R21915-12-02, in Quail Creek to request an easement. Below are the steps Utilities took to locating the owner:

- 24 Jan 2020 Legal directed to contact the Assessor's Office. Received the address and contact number.
- 25 Jan 2020 No success with contact number; then visited the address provided by the Assessor's, but it was a rented home in Columbia.
- 28 Jan 2020 Assessor's office informed Utilities the property in question has been delinquent for 11 years.
- 04 Feb 2020 Sherriff's Dept. informed Utilities they cannot assist Utilities using their resources in locating the owner.
- 12 Feb 2020 Treasurer's Office provided a new address and contact number. The new address is in Georgia and the contact number was disconnected. A registered letter was sent to the Georgia address. There has been no response nor a call from the owner.
- 06 March 2020 Contacted Treasurer's Office to confirm the property is not under nor owned by the Richland county Forfeited Land Commission at this time and received the confirmation.

The property is a land-locked property and therefore unable to be forfeited back to the County or sell it. We have used all available resources to contact the property owner without success.

The project requires a twenty-foot wide easement at the edge of this property shown in the map attached. The sewer force main easement through this property is critical to the SE sewer and water project. The appraisal done for this twenty-foot easement is \$100.

Attachments:

1. Property map

Richland County Council Request for Action

Subject:

South Carolina Aeronautics Commission (SCAC) Grant Acceptance/ Contract Award

Notes:

April 28, 2020 – The committee recommended Council approve the acceptance of a grant from the South Carolina Aeronautics Commission (SCAC) in the amount of \$22,350 for the purpose of repainting the elevated light poles that illumine the aircraft parking apron at the Jim Hamilton – LB Owens Airport (CUB) and that the Subcontractor Paint Platoon be awarded the project



Agenda Briefing

Prepared by: Christopher S. Eversmann, AAE, Airport General Manager

Department: Department of Public Works

Date Prepared: March 9, 2020

Meeting Date: March 24, 2020

Legal Review	Elizabeth McLean via email	Date:	March 12, 2020
Budget Review	James Hayes via email	Date:	March 12, 2020
Finance Review	Stacey Hamm via email	Date:	March 12, 2020
Approved Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	South Carolina Aeronautics Commission (SCAC) Grant Acceptance/ Contract Award		

Recommended Action:

Staff recommends that County Council approve the acceptance of a grant from the South Carolina Aeronautics Commission (SCAC) in the amount of \$22,350 for the purpose of repainting the elevated light poles that illumine the aircraft parking apron at the Jim Hamilton – LB Owens Airport (CUB) and that the designated subcontractor be used to perform the work.

Motion Requested:

1. Move to approve the acceptance of a grant from the South Carolina Aeronautics Commission (SCAC) in the amount of \$22,350 for the purpose of repainting the elevated light poles that illumine the aircraft parking apron at the Jim Hamilton – LB Owens Airport (CUB) and that the Subcontractor Paint Platoon be awarded the project; or,
2. Move to deny.

Request for Council Reconsideration: Yes

Fiscal Impact:

Funds for the 25% required County match are available in the Capital portion of the Airport’s Operating Budget (2170367800-538200). No budget transfer or budget amendment will be required.

Motion of Origin:

This is no associated Council motion of origin, but funds were appropriated in the Capital portion of the FY20 Operating Budget.

Council Member	
Meeting	
Date	

Discussion:

There are eight, metal poles that support the light fixtures that illumine the aircraft parking apron at the Jim Hamilton – LB Owens Airport (CUB). These poles are rusting and in need of repainting as part of routine, cyclical maintenance. The South Carolina Aeronautics Commission has agreed to participate in an airport maintenance project by which they provide 75% of the project cost with the remaining being provided by the Airport Sponsor (Richland County). A copy of the grant offer letter is attached. The project cost is based on a price quote provided by a subcontractor through the State Electrical Contractor, Walker & Whiteside. Efforts to obtain additional price quotes were non-responsive and it is recommended that this subcontractor, Paint Platoon, be used. A copy of the price quote is also attached.

Attachments:

1. SCAC Grant Offer letter, Project 20-002, of January 29, 2020
2. Price Quote from Walker & Whiteside / Paint Platoon



January 29, 2020

Mr. Chris Eversmann
Airport Manager
2020 Hampton Street
Room 4058
Columbia, South Carolina 29202

CSE - 200225

2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Re: South Carolina Aeronautics Commission
Project No. 20-002, Jim Hamilton - L.B. Owens Airport

Dear Mr. Eversmann,

Henry D. McMaster
GOVERNOR

James D. Stephens
EXECUTIVE DIRECTOR

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your project application and awarded up to \$22,350 to the Jim Hamilton - L.B. Owens Airport for the painting of the apron light poles. This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

Aeronautics Commission

Please execute the enclosed grant agreements and return one original to SCAC at your earliest convenience.

Delphin A. Gantt, Jr.
CHAIRMAN

This project qualifies for state and local government funds. Project costs and funding are as follows:

Vacant
DISTRICT 1

State Grant	\$ 22,350
<u>Local Government</u>	<u>\$ 7,450</u>
Total Project Cost	\$ 29,800

David Anderson
DISTRICT 2

Skeets Cooper
DISTRICT 3

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to call.

Vacant
DISTRICT 4

Sincerely,

Charles "Doug" Barnes
DISTRICT 5

James D. Stephens
Executive Director

Marco Cavazzoni
DISTRICT 6

Christopher "Chris" Bethea
DISTRICT 7

JDS/edt
Enclosures: Grant
cc: (email)

- Governor Henry McMaster
- Chairman Delphin A. Gantt, Jr.
- Commissioner David Anderson
- Senator Darrell Jackson
- Senator J. Thomas McElvann
- Senator Richard A. Harpootlian
- Senator Mia S. McLeod
- Senator John L. Scott
- Representative Dr. Jimmy C. Bales
- Representative Nathan Ballentine

- Representative Beth E. Bernstein
- Representative Wendy C. Brawley
- Representative Kembrell H. Garvin
- Representative Kirkman Finlay, III
- Representative Christopher R. Hart
- Representative Leon Howard
- Representative Annie E. McDaniel
- Representative J. Todd Rutherford
- Representative Seth C. Rose
- Representative Ivory T. Thigpen

WALKER & WHITESIDE, INC.

ELECTRICAL CONTRACTORS
P.O. BOX 5777
GREENVILLE, SOUTH CAROLINA
29606-5777
864-242-4820

August 27, 2019

Chris Eversmann
Jim Hamilton – LB Owens Airport
1400 Jim Hamilton Blvd
Columbia, SC 29205

Re: Jim Hamilton – LB Owens Airport
Beacon Tower Relocation

Dear Mr. Eversmann:

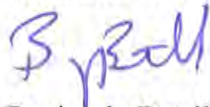
The following is the price for preparing and painting of (4) approximately 60 foot and (4) approximately 40 foot light poles: \$29,800.00.

The scope of Paint Platoon's work is attached

Should you have any further questions, please let us know.

Sincerely,

Walker & Whiteside, Inc.



Benjamin Betsill
Project Manager



7307 Swan Way • Cary, IL 60013 • Phone/Fax: (847) 639-8800 Toll Free: 800-499-3321
"Excellence & Service Checkmates Cut Rates!"
www.PaintPlatoon.com

We are pleased to provide you with our proposal including the following sections:

- Section I: Scope of Work
- Section II: Surface Preparation
- Section III: Material Application
- Section IV: Health, Safety and Environment
- Section V: Quality Control and Assurance
- Section VI: Schedule
- Section VII: Clarifications and Requirements
- Section VIII: Insurance
- Section IX: Warranty

Section I: Scope of Work

Prepare all steel surfaces to BY PRESSURE WASH AND SSPC SP3 standard. Apply 1 full coat Amerlock and 1 Full coat Amershield to specified colors.

- A. Protect all surface not being coated
- B. Pressure wash and power tool clean to SSPC SP 3
- C. Prime and coat with 1st coat as per specs.
- D. Provide inspection report.
- E. Return area to broom clean condition.
- F. Paint Platoon to supply waste removal.
- G. Area to be free of materials, equipment and other obstacles. To be moved by owner.

Section II: Surface Preparation

Prepare surfaces in a professional manner so as to produce finish work of a quality appearance and durability. Abide by standards set forth by SSPC-Society of Protective Coatings and Painting & Decorating Contractors of America.

Prepare all surfaces as needed to an SSPC- SP 3 defined as commercial media removal of all rust, scale, and paint by power tool cleaning with resultant surface profile.

The inspection parameters for the surface preparation shall be in accordance with The Society of Protective Coatings (SSPC), *SSPC 05-03, Surface Preparation Specifications and Practices, SSPC VIS 3, Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning.*

- Clean areas to SSPC SP 3.
- Solvent Cleaning to SSPC SP-1 as applicable.
- Protect adjacent surfaces, from paint drips or spatter.

SOCIETY OF PROTECTIVE COATINGS (SSPC) SURFACE PREPARATION STANDARDS

- Yes No (SP-1) Solvent Cleaning: Removal of oil, grease, dirt, soil, salts, and contaminants by cleaning with solvent, vapor, alkali, emulsion, or steam.
- Yes No (SP-2) Hand Tool Cleaning: Removal of loose rust, loose mill scale, and loose paint to degree specified by hand chipping, scraping, sanding, and wire brushing.
- Yes No (SP-3) Power Tool Cleaning: Removal of loose rust, loose mill scale, and loose paint to a degree specified by tool chipping, scraping, sanding, and wire brushing.
- Yes No (SP-5) White Metal Blast Cleaning: Removal of all visible rust, mill scale, paint and foreign matter by blast cleaning by wheel or nozzle (dry or wet) using sand, grit, or shot for very corrosive atmospheres where high cost of cleaning is warranted.
- Yes No (SP-6) Commercial Blast Cleaning: Blast cleaning until at least two-thirds of the surface area is free of all visible residues or rather severe conditions of exposure.
- Yes No (SP-7) Brush Off Blast Cleaning: Blast cleaning of all surface area except tightly adhering residues of mill scale, rust, and coatings, exposing numerous, evenly distributed flecks of underlying metal.
- Yes No (SP-10) Near White Blast Cleaning: Blast cleaning nearly to White Metal cleanliness, until at least 95% of the surface area is free of all visible residues for high humidity, chemical atmosphere, marine, or other corrosive environments.
- Yes No (SP-11) Power Cleaning to Bare Metal: Complete removal of all rust, scale, and paint by power tools with resultant surface profile.

Section III: Material Application

Apply high quality professional high performance coating materials. Apply materials evenly and free from defects, so as to produce finish work of a quality appearance and durability.

Materials: All Technical Data Sheets and MSDS Sheets will be provided to customer upon request.

AS PER SPECIFICATIONS FEDERAL SPECIFICATIONS.

Note: All of the above coating systems are high-performance coating systems. Final choice of product will be dependent on availability, job site restrictions and availability of products.

The inspection parameters for the application of each coat shall be in accordance with SSPC PA-2, *Measurement of Dry Coating Thickness with Magnetic Gages on Ferrous Substrates*.

NOTE: We reserve the right to modify the selection of coating manufacturers prior to commencing our field operations as long as they meet or exceed specified coating and meet with customer approval.

Section IV: Health, Safety & Environment

Our price includes having all our personnel properly trained pursuant to all state and federally mandated OSHA and EPA standards and they will have the necessary PPE and be fully trained and qualified within their respective trades, on the specific equipment they are working with, and the present and potential hazards associated with the industrial environment in which we are working in. Our price does not include the exposure of our personnel, to others or the environment to any previously applied coatings that contain any hazardous materials, including, but not limited to, lead, asbestos or cadmium containing compounds. If the presence of hazardous materials is unknown, we suggest samples of the existing coatings should be taken to ascertain and evaluate the levels, if any, of hazardous substances to insure compliance to all local, state and federal EPA and OSHA regulations. Our price includes all of our field personnel receiving a safety briefing at your location, provided by others to acquaint our staff with the specific health, safety and environmental considerations at the site, if necessary. Our pricing includes the proper handling and disposal of all waste materials we generate on the project in customer provided dumpster.

Section V: Quality Control and Assurance

This project will be assigned a NACE or SSPC Certified Coating Inspector by Paint Platoon USA for quality control purposes. Our corporate Quality Control (QC) programs are administered on an ongoing basis by a NACE or SSPC Level 3 Certified Coating Inspector. A site-specific inspection plan will be written and presented to you for your consideration and approval prior to the commencement of our scope of work at your written request.

Section VI: Schedule

Our pricing is based upon one mobilization to the site and continuing to proceed with our work on a full time basis, in one mobilization, until project is completed.

Section VII: Clarifications and Requirements

1. Our standard work hours are Monday thru Friday, 8:00 AM to 4:30 PM but hours may be adjusted at the discretion of contractor to start as early as 6:00 AM and/or finish at sundown.
2. For this project we may be working on Saturday and Sunday to apply coatings.
3. We require an area to store our material and equipment that is protected from the elements.
4. We will require sanitary restroom and break room facilities for our crew.
5. We will leave the site in a broom clean condition.
6. Our price does NOT include the disposal of all of our generated waste materials in dumpsters.
7. Our price does not include repairing any damage to the installed coating system caused by the neglect, abuse or accidents of others.
8. Our price does not provide for the cost of dehumidification equipment, if required.
9. Our price is based on customer providing any heat, lighting, water electricity or any other utilities.

Section VIII: Insurance

We have various levels of insurance as mandated by local, state and federal laws for the various jurisdictions we work in, including general liability, workmen's compensation and automobile coverage. All certificates of insurance will be presented prior to the commencement of our work to meet the minimum project specifications and list additional insured parties, if required.

Section IX: Warranty

Paint Platoon USA warrants that all of our installations shall be free from defects in workmanship for a period of two (2) years after project completion. We expect the lifespan of the project to be significantly longer. Materials have their own warranty.

Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2020 General Fund Annual Budget by \$670,600.00 to pay for repairs and improvements at the Central Garage Facility

Notes:

April 28, 2020 – The committee recommended Council approve an amendment to the Risk Management budget in the amount of \$670,599.68 for expenditures directly related to Fleet operations only, primarily consisting of repairs and improvements to our Central Garage facility.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-20HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2020 GENERAL FUND ANNUAL BUDGET BY \$670,600.00 TO PAY FOR REPAIRS AND IMPROVEMENTS AT THE CENTRAL GARAGE FACILITY

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of Six Hundred Seventy Thousand Six Hundred Dollars (\$670,600) be appropriated to cover cost of the Repairs and Improvements at the Central Garage using Refund Checks from the Fleet Operations. Therefore, the Fiscal Year 2020 General Fund budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2019 as approved and Amended:	\$183,723,613
Increase appropriation:	\$670,600
Total Amended Revenue Budget	\$184,394,213

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2019 as approved and Amended:	\$183,723,613
Increased Expenditures:	\$670,600
Total Amended Expenditures Budget	\$184,394,213

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Council Chair

ATTEST THE _____ DAY OF _____, 2020

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:

Third Reading:

Discussion:

Richland County contracts with First Vehicle Services (FVS) for the maintenance and repair of County vehicles. The majority of labor, overhead expenses, administrative costs, parts, supplies, and outside services are covered by the fixed annual contract amount. Each year, per our “shared savings incentive” agreement, we receive a refund of 90% of the difference in our annual fixed contract amount and actual billed costs. As an incentive to improve overall efficiency, FVS retains 10% of that difference.

We recently received the refund checks for 2017, 2018, and 2019. We received the 2017 and 2018 refunds later than usual due to delays that have since been corrected. The 2017 refund check of \$228,961.68 and the 2018/2019 check of \$441,638 total the requested budget amendment amount of \$670,599.68. We are requesting approval to use the refund checks for repairs and improvements to Central Garage. Prior year refunds have been used for this purpose, so there is some precedent for the present request.

Moving forward, budget amendments of this type should not be necessary. We will obtain refund information in advance, and the funds will be considered as part of the normal budget process. Additionally, the annual fixed contract amount was reduced for the 2019 renewal. We expect smaller refund checks moving forward, but we will pay less up front.

Attachments:

1. List of needed repairs and improvements



Repairs and Improvements – Central Garage

1. Add canopy over Heavy Side Shop
 - a. Will double work area of shop with suitable space for fire trucks
 - b. Includes adding to side of building – one or two extra bays
 - c. Canopy to have lights, electrical, air, heaters, fans
 - d. Replace cement in front with reinforced
2. Replace unsafe, out-of-service lifts
 - a. Light side – two lifts (20% capacity)
 - b. Heavy side – replacement for in-ground lift
 - i. 50,000 lb. capacity will include all fire equipment
3. Purchase GM and Chrysler diagnostic equipment and programs
 - a. Will allow us to perform complete diagnostics as we do with Ford
4. Improvement internal garage facility
 - a. Upgrade Dispatch (Customer) and Parts areas
 - b. Upgrade locker rooms
5. Conduct Engineer/Architect study
 - a. Evaluate upper level for stability and safety
 - b. Offer solutions for office expansion
6. Repair shop drain system
 - a. Drains appear to be collapsing, backing up water in shop
7. Add Wi-Fi
 - a. Switch FMIS system to web based FVS system
8. Transition old RCSD impound lot to secure Emergency Vehicle lot
 - a. Move fences, add security gate
9. Replace pumps at County fuel sites
10. Upgrade Software



Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax, Section 23-67, "Payment of Local Hospitality Tax," by the addition of language to subsection (b) thereof so as to extend the deadline for remitting outstanding hospitality taxes until June 20, 2020

Notes:

First Reading: April 7, 2020

Second Reading: April 21, 2020

Third Reading: May 5, 2020 {Tentative}

Public Hearing: May 5, 2020

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-20HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX, SECTION 23-67, "PAYMENT OF LOCAL HOSPITALITY TAX," BY THE ADDITION OF LANGUAGE TO SUBSECTION (b) THEREOF SO AS TO EXTEND THE DEADLINE FOR REMITTING OUTSTANDING HOSPITALITY TAXES UNTIL JUNE 20, 2020.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I.

WHEREAS, the Coronavirus (COVID-19) constitutes a public health emergency as a disease with no known cure that has resulted in widespread illness and many deaths, disruption of the world economy, and indefinitely altering the day-to-day activities of millions of people as nations search for a cure or a way to prevent its spread; and

WHEREAS, on March 13, 2020, the President of the United States declared that the Coronavirus (COVID-19) outbreak in the United States constitutes a national emergency; and

WHEREAS, since March 11, 2020, the Governor of South Carolina has issued eleven (11) Executive Orders in response to COVID-19, including one on March 31, 2020, directing "Closure of Non-Essential Businesses, Venues, Facilities, Services, and Activities for Public Use to prepare for and respond to the actual, ongoing, and evolving public health threat posed by COVID-19 and to mitigate the significant impacts associated with the same"; and

WHEREAS, on March 27, 2020, the President of the United States declared that a major disaster exists in the State of South Carolina and ordered federal assistance to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic, with an effective date retroactive to January 20, 2020, and continuing; and

WHEREAS, businesses and business owners in Richland County have been and will continue to be especially hard hit by mandatory closings, "stay at home" or "shelter in place" orders or directives, and social distancing which, while beneficial from the standpoint of public health, are devastating to the conduct of business and the provision of services in Richland County;

NOW THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION II. This Amendment shall be known as the Coronavirus (COVID-19) Hospitality Tax Relief Amendment.

SECTION III. The Richland County Code of Ordinances; Chapter 23, Taxation, Article VI, Local Hospitality Tax, Section 23-67, "Payment of Local Hospitality Tax," is amended by the addition of language to subsection (b) thereof so as to extend the deadline for remitting outstanding hospitality taxes until June 20, 2020, to read as follows:

Sec. 23-67. Payment of local hospitality tax.

(a) Payment of the local hospitality tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The county shall promulgate a form of return that shall be utilized by the provider of services to calculate the amount of local hospitality tax collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of the services.

(b) The tax provided for in this article must be remitted to the county on a monthly basis when the estimated amount of average tax is more than fifty dollars (\$50.00) a month, on a quarterly basis when the estimated amount of average tax is twenty-five dollars (\$25.00) to fifty dollars (\$50.00) a month, and on an annual basis when the estimated amount of average tax is less than twenty-five dollars (\$25.00) a month; **provided, however, that notwithstanding any other provision of this article, the deadline for required collectors of local hospitality taxes to remit the tax provided for in this article that are outstanding at the time of the adoption of the Coronavirus (COVID-19) Hospitality Tax Relief Amendment shall be extended until June 20, 2020. Thereafter, the deadline for hospitality tax remittance to the county shall be and shall return to the regular monthly remittance schedule as provided for in this section.**

(c) The provider of services shall remit the local hospitality tax voucher form, a copy of the State of South Carolina sales tax computation form and/or other approved revenue documentation, and the hospitality taxes when due, to the county on the 20th of the month, or on the next business day if the 20th is not a business day.

SECTION IV. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION V. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION VI. Effective Date. This ordinance shall be effective from and after April ____, 2020.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF APRIL, 2020.

Kimberly Williams-Roberts
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2018 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2017 National Electric Code (NFPA 70)

Notes:

February 25, 2020 – The committee recommended that County Council adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

First Reading: March 3, 2020

Second Reading: April 21, 2020 {Tentative}

Third Reading: May 5, 2020 {Tentative}

Public Hearing: April 7, 2020

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Randy Pruitt, Chief Building Official
Department: Community Planning & Development
Date Prepared: January 06, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 17, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Adoption of 2018 Building Codes		

Recommended Action:

Staff recommends that County Council adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

Motion Requested:

Move to approve staff's recommendation for County Council to adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no financial impact associated with this request.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On August 22, 2018, the South Carolina Building Codes Council approved and adopted codes and appendices, modifications and the latest editions of the mandatory codes referenced in S.C. Code Ann. §6-9-50 (1976, as amended) to be enforced by all municipalities and counties in South Carolina. The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the Accessibility Act, S.C. Code Ann. § 10-5-210 et seq. The Council established the implementation date for local jurisdictions as January 1, 2020.

The adopted modifications and the mandatory codes per South Carolina Codes Council are as follows:

- 2018 South Carolina Building Code or the 2018 International Building Code with SC modifications
- 2018 South Carolina Residential Code or the 2018 International Residential Code with SC modifications
- 2018 South Carolina Fire Code or the 2018 International Fire Code with SC modifications
- 2018 South Carolina Plumbing Code or the 2018 International Plumbing Code
- 2018 South Carolina Mechanical Code or the 2018 International Mechanical Code with SC modifications
- 2018 South Carolina Fuel Gas Code or the 2018 International Fuel Gas Code with SC modifications
- 2018 International Swimming Pool and Spa Code
- 2018 International Property Maintenance Code
- 2009 South Carolina Energy Conservation Code
- 2017 National Electrical Code (NFPA 70) with SC modifications
- 2017 ICC/ANSI A117.1 (Accessible and Useable Buildings and Facilities)

Appendices listed per South Carolina Codes Council are listed below

- 2018 South Carolina Residential Code, appendix H (Patio Covers)
- 2018 South Carolina Residential Code, appendix J (Existing Building and Structures)
- 2018 South Carolina Residential Code, appendix Q (Tiny Homes)
- 2018 South Carolina Building Code, appendix H (Signs)

Attachments:

1. 2018 South Carolina Code Adoptions
2. Amended Chapter 6, Richland County Code of Ordinances
 - a. Redline
 - b. Clean



2018 South Carolina Code Adoptions

On August 22, 2018, the South Carolina Building Codes Council approved and adopted codes and appendices, modifications and the latest editions of the mandatory codes referenced in S.C. Code Ann. §6-9-50 (1976, as amended) to be enforced by all municipalities and counties in South Carolina. The Council established the implementation date for local jurisdictions as January 1, 2020.

The adopted modifications and the mandatory codes are as follows:

2018 South Carolina Building Code or the 2018 International Building Code with SC modifications
2018 South Carolina Residential Code or the 2018 International Residential Code with SC modifications
2018 South Carolina Fire Code or the 2018 International Fire Code with SC modifications
2018 South Carolina Plumbing Code or the 2018 International Plumbing Code
2018 South Carolina Mechanical Code or the 2018 International Mechanical Code with SC modifications
2018 South Carolina Fuel Gas Code or the 2018 International Fuel Gas Code with SC modifications
2009 South Carolina Energy Conservation Code
2017 National Electrical Code (NFPA 70) with SC modifications

Print and PDF download versions of the 2018 South Carolina codes are available for pre-order from the [ICC website](#) and will be available in early February 2020.

The International Codes are to be used in conjunction with the latest [code modifications](#) approved by the Council. Only the modifications approved and listed on the Council's website are valid for use in the State. Building code modifications that have not been approved by the Council are invalid and cannot be adopted, employed or enforced by municipalities and counties.

The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the [Accessibility Act](#), S.C. Code Ann. § 10-5-210 et seq., and is mandatory for use in all municipalities and counties within the State.

The Building [Energy Efficiency Standards Act](#) is adopted by statute and mandatory for use in all jurisdictions within the state.

Additional information can be found on the South Carolina Building Code Council's [website](#).

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-20HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2018 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2017 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2018 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2020; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the ~~2015-2018~~ South Carolina Residential Code, including Chapter 1 (Administration), and all amendments thereto, ~~and specifically including Appendix H (Patio Covers) and J (Existing Buildings) of the 2015 International Residential Code,~~ as is all published by the International Code Council, Inc.,. The ~~2015-2018~~ South Carolina Residential Code is the published version of the ~~2015-2018~~ International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every one- and two- family dwelling structure and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the ~~2015-2018~~ South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, and specifically ~~including Appendix H,~~ as is all published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Building Code is the published version of the ~~2015-2018~~ International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the ~~2015-2018~~ South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Existing Building Code is the published version of the 2015 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the ~~2015-2018~~ edition of the South Carolina Fire Code to all buildings and structures that are not regulated by the ~~2015-2018~~ edition of the South Carolina Residential Code. The ~~2015-2018~~ South Carolina Fire Code is the published version of the ~~2015-2018~~ International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the ~~2015-2018~~ edition of the South Carolina Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the ~~2015-2018~~ edition of the South Carolina Residential Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the ~~2015-2018~~ edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Fuel/Gas Code is the published version of the ~~2015-2018~~ International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the 2015-2018 edition of the South Carolina Residential Code.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the 2015-2018 South Carolina Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2015-2018 South Carolina Mechanical Code is the published version of the 2015-2018 International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the 2015-2018 edition of the South Carolina Residential Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the 2015-2018 South Carolina Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2015-2018 South Carolina Plumbing Code is the published version of the 2015-2018 International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

Sec. 6-96. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all electrical installations that are not regulated by the 2015-2018 edition of the International Residential Code.

SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

The workmanship, construction, maintenance or repair of all electrical work shall conform to the requirements set forth in the 2014-2017 edition of the National Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2015-2018 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2015-2018 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The 2015-2018 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

SECTION XIV. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION XV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2020.

RICHLAND COUNTY COUNCIL

BY: _____

Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2020

Michelle Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third Reading:

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-20HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2018 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2017 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2018 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2020; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

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(b) There is hereby adopted by the county council the 2018 South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, and specifically, as is all published by the International Code Council, Inc. The 2018 South Carolina Building Code is the published version of the 2018 International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the 2018 South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The

2018 South Carolina Existing Building Code is the published version of the 2015 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

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SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the 2018 edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The 2018 South Carolina Fuel/Gas Code is the published version of the 2018 International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

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SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the 2018 South Carolina Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2018 South Carolina Mechanical Code is the published version of the 2018 International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

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The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the 2018 edition of the South Carolina Residential Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the 2018 South Carolina Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2018 South Carolina Plumbing Code is the published version of the 2018 International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

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SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

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Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2018 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2018 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The 2018 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

SECTION XIV. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION XV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2020.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2020

Michelle Onley

Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third Reading:

DRAFT

Richland County Council Request for Action

Subject:

Fiber Joint Trench during Southeast Sewer Project - Myers 3/3/20 Motion

Notes:

April 28, 2020 – The committee forwarded the item to Council without a recommendation.



Agenda Briefing

Prepared by: Jessica Mancine, Manager of Administration
Department: Utilities
Date Prepared: February 19, 2020 **Meeting Date:** March 25, 2020

Legal Review	Elizabeth McLean via email	Date:	March 18, 2020
Budget Review	James Hayes via email	Date:	March 17, 2020
Finance Review	Stacey Hamm via email	Date:	March 16, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Development & Services		
Subject:	Fiber Joint Trench during Southeast Sewer Project		

Recommended Action:

Staff does not recommend the installation of the Innerducts and fibers during the construction of the SE Sewer & Water Project.

Motion Requested:

1. Move to accept staff’s recommendation; or,
2. Move to deny staff’s recommendation.

Request for Council Reconsideration: Yes

Fiscal Impact:

Funding for this project is needed from the SE Sewer and Water project as it requires design and for a change order to be initiated for the existing contractors to incorporate it in to the construction schedule. The County will need to initiate and obtain the environmental permitting by engineer consultant for the fiber project.

There will be an additional cost of \$14,285.00 to add the fiber in the design which will include the environmental permitting by the engineer consultant. There may be cost-savings if the County installs these fibers during the construction of the sewer/water system. If the County were to install the fibers during the construction, the total estimated cost is around \$1.7 million whereas the standalone estimated cost is approximately \$2.8 million.

Below is a sample of leasing prices and terms. Sample 1 is for indefeasible rights of use (IRU) which is an effective long-term lease (temporary ownership). Sample 2 is for monthly leasing charges. For both of these samples, we have used six pairs of fiber.

	Miles	Term (years)	IRU fee/fiber miles	Maintenance Fee/route mile/year	Total revenue per term	Break-Even point
Sample 1: IRU pricing	10	20	\$3,500	\$350	\$ 490,000.00	70 years
	10	20	\$5,000	\$500	\$700,000.00	49 years

IRU is for an upfront payment of the leasing term (in this case, 20 years, and annually for maintenance). According to the above model, to break even, the County would have to renew the 20 year term 3 times for a lower IRU fee and 2 times for the higher IRU fee. The County would need a third party vendor for maintenance at roughly \$2500 a month for 10 year contract.

	Miles	Term (years)	fiber miles	Maintenance Fee/route mile/year	Total revenue	Break-Even point
Sample 2: Monthly	10	20	\$35		\$504,000.00	68 years
	10	20	\$100		\$1,440,000.00	25 years

Motion of Origin:

I move that Richland County utilities install one plastic conduit, usable for 5G fiber, while the roads are being opened for the sewer project and that Richland County sell long term fiber leases to telecom companies using that plastic tube to help defray the costs of the sewer network.

Council Member	Dalhi Myers, District 10
Meeting	Special Called
Date	February 11, 2020

Discussion:

The Lower Richland community is located in southeastern Richland County and is identified as a rural area with minimal development. Most of the development within the region and surrounding community are low-density residential and minor commercial with churches, government offices, schools, and some industries. Richland County Utilities has begun the Southeast Sewer and Water project and has had several community meetings. In one of these meetings, the residents mentioned the need for high-speed internet and cable.

Several requests were sent to vendors to inquire about the costs of the installation of the innerduct and fiber in conjunction with the construction of the sewer and water project to maximize cost efficiencies. Staff contacted wireless carriers (AT&T, Sprint, T-Mobile, and Verizon) and internet service providers (Spectrum and Segra) for feedback on leasing the fiber. The carriers responded with no interest as carriers are already leasing the fiber or microwave service for their sites through fiber providers (Spectrum or AT&T). Segra would not share or respond to the request for feedback. Spectrum and AT&T already have their fiber lines where the SE Sewer & Water project planned to add the fiber.

The only interested party at this time is Richland School District 1 who expressed interest in leasing two fibers connecting to the schools. The pricing model provided shows the breaking point on investment for too long.

The existing fiber service in the Lower Richland area has the capability of unlimited data speed. The 4G or 5G as clarified in the attached document is for wireless services provided by cellular (mobile phone) providers.

Attachments:

1. Segan, S. (n.d.). *What Is 5G?* Retrieved from Ziff Davis, LLC. PCMAG Digital Group:
<https://www.pcmag.com/news/what-is-5g>

What Is 5G?

 [pcmag.com/news/what-is-5g](https://www.pcmag.com/news/what-is-5g)



5G Is Available, but Very Confusing

The race to 5G is on. All four major US carriers now have some form of 5G wireless. We're tracking the rollouts monthly on our [Race to 5G page](#).

But over the past few months, 5G has gotten very confusing. Three major flavors of 5G have come out: low-band, mid-band, and high-band, all of which are incompatible at the moment, and perform very differently from each other. We've been testing all of them as they appear. The most widespread version doesn't perform much better than 4G.

This confusion will shake out over the next two years. 5G is an investment for the next decade, and in previous mobile transitions, we've seen most of the big changes happening years after the first announcement. Take 4G, for instance. The first 4G phones in the US appeared in 2010, but the sorts of 4G applications that changed our world didn't appear until later. Snapchat came in 2012, and Uber became widespread in 2013. Video calls over LTE networks also became widespread in the US around 2013.

So following that plan, while we're getting a little bit of 5G right now, you should expect the big 5G applications to crop up around 2021 or 2022. Until then, things are going to be confusing as wireless carriers jockey for customers and mindshare.

5G stands for fifth-generation cellular wireless, and the initial standards for it were set at the end of 2017. But a standard doesn't mean that all 5G will work the same—or that we even know what applications 5G will enable. There will be slow but responsive 5G, and fast 5G with limited coverage. Let us take you down the 5G rabbit hole to give you a picture of what the upcoming 5G world will be like.

1G, 2G, 3G, 4G, 5G

First of all, if you're hearing about 5G Wi-Fi or AT&T's "5G E" phones, they aren't 5G cellular. Here's a full explainer on [5G vs. 5G E vs. 5GHz: What's the Difference?](#)

And if you're hearing that 5G means millimeter-wave towers on every lamppost, that's not true. That's only one of the three main forms of 5G we're seeing right now.

The G in this 5G means it's a generation of wireless technology. While most generations have technically been defined by their data transmission speeds, each has also been marked by a break in encoding methods, or "air interfaces," that make it incompatible with the previous generation.

1G was analog cellular. 2G technologies, such as CDMA, GSM, and TDMA, were the first generation of digital cellular technologies. 3G technologies, such as EVDO, HSPA, and UMTS, brought speeds from 200kbps to a few megabits per second. 4G technologies, such as WiMAX and LTE, were the next incompatible leap forward, and they are now scaling up to hundreds of megabits and even gigabit-level speeds.

5G brings three new aspects to the table: bigger channels (to speed up data), lower latency (to be more responsive), and the ability to connect a lot more devices at once (for sensors and smart devices).

The actual 5G radio system, known as 5G-NR, isn't the same as 4G. But all 5G devices in the US, for now, need 4G because they'll lean on it to make initial connections before trading up to 5G where it's available. That's technically known as a "non standalone," or NSA, network. Later this year, our 5G networks will become "standalone," or SA, not requiring 4G coverage to work.

It turns out that SA 5G is much more important than we thought it was in 2019. Except on Sprint, carriers' 5G cells are shaped differently than their 4G ones, so they're losing coverage where the 4G signal cuts out but the 5G one continues. When the networks evolve into standalone mode, we may see a sudden growth in urban coverage.

4G will continue to improve with time, as well. The [Qualcomm X24 modem](#), which is built into most 2019 Android flagship phones, supports 4G speeds up to 2Gbps. The real advantages of 5G will come in massive capacity and low latency, beyond the levels 4G technologies can achieve.

That symbiosis between 4G and 5G has caused AT&T to get a little overenthusiastic about its 4G network. The carrier has started to call its 4G network "[5G Evolution](#)," because it sees improving 4G as a major step to 5G. It's right, of course. But the phrasing is designed to confuse less-informed consumers into thinking 5G Evolution is 5G, when it isn't.

Low, Middle, and High

5G gives carriers more options in terms of airwaves than 4G did. Most notably, it opens up "high-band," short-range airwaves that didn't work with 4G technology. But 5G can run on any frequency, leading to three very different kinds of 5G experiences—low, middle, and high.

The key thing to understand here is that 5G speeds are directly related to how wide the available channels are, and how many are available. That's narrow and few in low-band; more in mid-band; and lots in high-band. The huge amount of unused airwaves is the main attraction of high-band, which is otherwise very difficult for carriers to work with.

At the moment, low-band and high-band 5G are incompatible, in that there is no consumer device that can handle both. You have to choose one in your phone. This logjam will probably be broken in February, as we anticipate the Samsung Galaxy S11 will be the first phone to handle all of the different 5G approaches.

Low-band 5G operates in frequencies below 1GHz. These are the oldest cellular and TV frequencies. They go great distances, but there aren't very wide channels available, and many of those channels are being used for 4G. So low-band 5G is slow—it acts and feels like 4G, for now. The low-band 5G channels our carriers are using average around 10MHz in width. AT&T and T-Mobile currently have low-band.

Mid-band 5G is in the 1-10GHz range. That covers most current cellular and Wi-Fi frequencies, as well as frequencies slightly above those. These networks have decent range from their towers—often about half a mile—so in most other countries, these are the workhorse networks carrying most 5G traffic. Most other countries have offered around 100MHz to each of their carriers for mid-band 5G. Here in the US, only Sprint has the available spectrum for this approach, although there may be a new auction at the end of 2020 that could offer up a lot of airwaves.

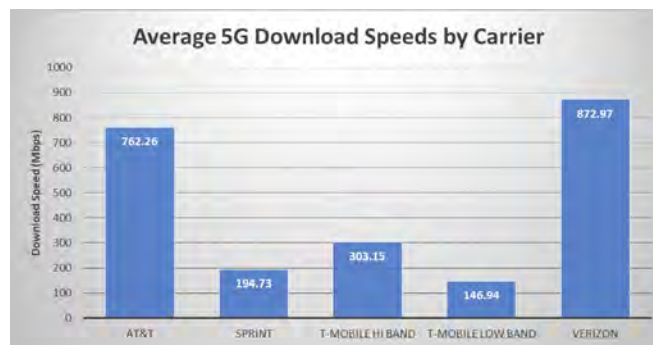
Rural networks will likely be a mix of low- and mid-band. One of T-Mobile's arguments for its merger with Sprint is that the merger will let the new company offer nationwide internet service by greatly expanding its use of mid-band 5G, as low-band alone wouldn't have the capacity to do so.

High-band 5G, or millimeter-wave, is the really new stuff. So far, this is mostly airwaves in the 20-100GHz range. These airwaves haven't been used for consumer applications before. They're very short range; our tests have shown about 800-foot distances from towers. But there's vast amounts of unused spectrum up there, which means very fast speeds using up to 800MHz at a time. AT&T, T-Mobile, and Verizon are all using at least some high-band.

Those bands have been used before for backhaul, connecting base stations to remote internet links. But they haven't been used for consumer devices before, because the handheld processing power and miniaturized antennas weren't available. Millimeter-wave

signals also drop off faster with distance than lower-frequency signals do, and the massive amount of data they transfer will require more connections to landline internet. So cellular providers will have to use many smaller, lower-power base stations (generally outputting 2-10 watts) rather than fewer, more powerful macrocells (which output 20-40 watts) to offer the multi-gigabit speeds that millimeter-wave networks promise.

Fortunately for them, the carriers have already installed those "small cells" in many major cities, to increase capacity during the 4G era. (From my office window in New York, I can see several small cell sites.) In those cities, they just need to bolt an extra radio onto the existing site to make it 5G. There's a struggle going on elsewhere, though, where carriers are having trouble convincing towns to let them add small cells to suburban neighborhoods. That's similar to previous struggles over establishing cellular service at all in many of these towns. For what it's worth, small cells tend to be much less powerful than the macrocells used for 2G through 4G cellular systems: 2-20 watts as compared with 20-40 watts for macrocells.



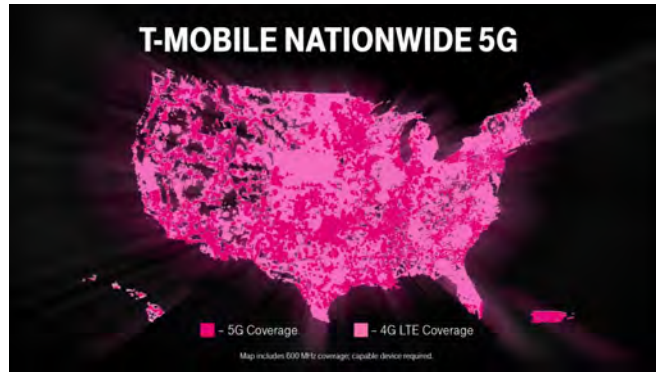
This data is from December 4, 2019 and is likely to change. At the time, AT&T and Verizon were high-band networks; Sprint was mid-band; and T-Mobile had both high- and low-band.

How 5G Works

Like other cellular networks, 5G networks use a system of cell sites that divide their territory into sectors and send encoded data through radio waves. Each cell site must be connected to a network backbone, whether through a wired or wireless backhaul connection.

5G networks use a type of encoding called OFDM, which is similar to the encoding that 4G LTE uses. The air interface is designed for much lower latency and greater flexibility than LTE, though.

With the same airwaves as 4G, the 5G radio system can get about 30 percent better speeds thanks to more efficient encoding. The crazy gigabit speeds you hear about are because 5G is designed to use much larger channels than 4G does. While most 4G channels are 20MHz, bonded together into up to 160MHz at a time, 5G channels can be up to 100MHz, with Verizon using as much as 800MHz at a time. That's a much broader highway, but it also requires larger, clear blocks of airwaves than were available for 4G.



Verizon is sticking with high-band, now providing some coverage in 31 cities. While it's extremely fast if you can find it, it can be hard to find, even using Verizon's new coverage maps. It's selling a 5G add-on that fits Moto Z2 Force, Z3, and Z4 phones, as well as the LG V50, Samsung Galaxy S10 5G, and Galaxy Note 10+ 5G phones, and the [Inseego M1000](#) hotspot. Verizon's 5G service plans cost \$10 more than its unlimited 4G plans (although that's been waived so far), for truly unlimited 5G data with no deprioritization. The carrier is mostly using 28GHz spectrum. Here are Verizon's [5G coverage maps](#).

Which 5G Phones Are Coming Out?

The first round of 5G phones only support some of the 5G systems being used in the US—and different models support different bands! So if you want the *full* 5G mix of coverage and speed, you're going to have to sit out until at least February, when the first all-band 5G phones come out.

Currently, the Samsung Galaxy S10 5G and Note 10+ 5G (on multiple carriers), the LG V50 (on Sprint and Verizon), the OnePlus 7 Pro 5G (on Sprint), the OnePlus 7T Pro 5G McLaren (on T-Mobile), and a Moto Mod for the Moto Z2 Force, Z3, and Z4 (on Verizon) are all that's out there right now.

Most of those phones focus on the short-range, higher-speed bands. The Note 10+ 5G for AT&T and T-Mobile, and the McLaren, work on the broad-coverage low-speed band, but *not* the fast high-speed band. It's annoyingly confusing.

Many other companies, including [Huawei](#), [OnePlus](#), [Oppo](#), [Vivo](#), [Xiaomi](#), and [ZTE](#), made 5G phones in 2019. But none of those phones were destined for the US, and none of them are compatible with US networks. It's a big world out there.

We think there will be a [5G iPhone in September 2020](#), but not before.



What's 5G For?

Most of the real-world 5G demos we've seen just involve people downloading Netflix very quickly on their phones. That kind of usage is table stakes, just to get the networks built so more interesting applications can develop in the future.

5G home internet shows one major advantage over 4G: huge capacity. Carriers can't offer competitively priced 4G home internet because there just isn't enough capacity on 4G cell sites for the 190GB of monthly usage most homes now expect. This could really increase home internet competition in the US, where, according to a 2016 FCC report, 51 percent of Americans only have one option for 25Mbps or higher home internet service. For its part, Verizon says its 5G service will be truly unlimited.

5G home internet is also much easier for carriers to roll out than house-by-house fiber optic lines. Rather than digging up every street, carriers just have to install fiber optics to a cell site every few blocks, and then give customers wireless modems. Verizon chief network officer Nicki Palmer said the home internet service would eventually be offered wherever Verizon has 5G wireless, which will give it much broader coverage than the carrier's fiber optic FIOS service.

On a trip to Oulu, Finland, where there's a 5G development center, we attended a 5G hackathon. The top ideas included a game streaming service; a way to do stroke rehab through VR; smart bandages that track your healing; and a way for parents to interact with babies who are stuck in incubators. All of these ideas need either the high bandwidth, low latency, or low-power-low-cost aspects of 5G.

Last year, we surveyed the 5G startups that Verizon is nurturing in New York. At the carrier's Open Innovation Lab, we saw high-resolution wireless surveillance cameras, game streaming, and virtual reality physical therapy.

Our columnist Michael Miller thinks that 5G will be most important for industrial uses, like automating seaports and industrial robots.

Driverless cars may need 5G to really kick into action, our editor Oliver Rist explains. The

first generation of driverless cars will be self-contained, but future generations will interact with other cars and smart roads to improve safety and manage traffic. Basically, everything on the road will be talking to everything else.



To do this, you need extremely low latencies. While the cars are all exchanging very small packets of information, they need to do so almost instantly. That's where 5G's sub-one-millisecond latency comes into play, when a packet of data shoots directly between two cars, or bounces from a car to a small cell on a lamppost to another car. (One light-millisecond is about 186 miles, so most of that 1 ms latency is still processing time.)

Another aspect of 5G is that it will connect many more devices. Right now, 4G modules are expensive, power-consuming, and demand complicated service plans, so much of the Internet of Things has stuck with Wi-Fi and other home technologies for consumers, or 2G for businesses. 5G will accept small, inexpensive, low-power devices, so it'll connect a lot of smaller objects and different kinds of ambient sensors to the internet.

What about phones? The biggest change 5G may bring is in virtual and augmented reality. As phones transform into devices meant to be used with VR headsets, the very low latency and consistent speeds of 5G will give you an internet-augmented world, if and when you want it. The small cell aspects of 5G may also help with in-building coverage, as it encourages every home router to become a cell site.

We're continuing to track all of the rollouts, testing them city by city, on our [Race to 5G page](#).

Richland County Council Request for Action

Subject:

Approval to Request Funding for a Proposed Turn Lane on Highway 378

Notes:

April 28, 2020 – The committee forwarded the item to Council without a recommendation.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Stephen S. Staley, PE, County Engineer

Department: Public Works, Engineering

Date Prepared: March 10, 2020

Meeting Date: March 24, 2020

Legal Review	Elizabeth McLean via email	Date:	March 18, 2020
Budget Review	James Hayes via email	Date:	March 11, 2020
Finance Review	Stacey Hamm via email	Date:	March 12, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Development & Services		
Subject:	Approval to Request Funding for a Proposed Turn Lane on Highway 378		

Recommended Action:

Staff recommends County Council approve for County Staff to proceed with a request of County Transportation Committee (CTC) "C" Funds at their next meeting on April 28, 2020. The funds will then be provided to the SCDOT for their use in constructing a turn lane near the Garners Ferry Road Solid Waste Drop-off Center as a part of their upcoming Highway 378 Widening Project.

Motion Requested:

1. Move that Richland County Council direct appropriate County Staff to proceed with requesting funds for the Highway 378 turn lane portion of the SCDOT's upcoming Highway 378 Widening Project

Request for Council Reconsideration: Yes

Fiscal Impact:

There will be no fiscal impact to the County for this request.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Lower Richland Drop off Center is located at 10531 Garners Ferry Road in Eastover (District 11). The facility accepts recyclable items and construction & demolition (C&D) debris from area residents and is heavily used. At this location, Highway 378 is divided by a grassed median, and there is an existing median crossover directly across from the exit of the drop-off site. The speed limit along this section of Garners Ferry Road is 55 mph, and there is a slight rise in elevation just before the site, resulting in limited visibility for citizens exiting the site and for the oncoming traffic from the west. Vehicles exiting the site, especially those heading west and pulling trailers, pose a safety risk to oncoming vehicles in addition to themselves. This problem was identified during a recent safety audit by the County's Office of Risk Management staff. Following the audit, staff met with SCDOT officials to discuss the concern; SCDOT staff then recommended that the existing crossover be closed and demolished, and a turnaround lane be added to the existing median crossover on Garners Ferry Road further east of the site. SCDOT Staff will design and oversee construction of this improvement which will greatly enhance the safety of the Richland County operated facility.

Attachments:

1. Location Map
2. Preliminary Cost Estimate

Legend

Roads

- County Paved
- Private or Other
- County Unpaved
- SCDOT

Improvement request

- Parcels

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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Richland County Public Works
400 Powell Rd.
Columbia, SC 29203

1 in = 100 feet



HWY 378 TURNAROUND (SOLID WASTE)



Hwy 378 Turn Around (Drop Off Center) Engineer's Cost Estimate

3/10/2020

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
Borrow Excavation	200	CY	\$ 40.00	\$ 8,000.00
Tack Coat	852	SY	\$ 1.50	\$ 1,278.00
6" Type A Base	171	TN	\$ 100.00	\$ 17,100.00
4" Type B Intermediate	114	TN	\$ 100.00	\$ 11,400.00
2" Type B Surface	57	TN	\$ 100.00	\$ 5,700.00
Demolition	1	LS	\$ 5,000.00	\$ 5,000.00
SUBTOTAL				\$ 78,478.00
20% Contengency (Construction)				\$ 15,695.60
30% Estimated Engineering Fee				\$ 23,543.40
TOTAL				\$ 117,717.00

Richland County Council Request for Action

Subject:

Petition for Abandonment and Closure of Hamrick Avenue (TMS# R11204-02-06) and Seabrook Street (TMS# R11204-02-06) in Columbia, South Carolina

Notes:

April 28, 2020 – The committee forwarded the item to Council without a recommendation.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Brad Farrar, Chief Deputy County Attorney

Department: County Attorney's Office

Date Prepared: April 14, 2020

Meeting Date: April 28, 2020

Finance Department	Stacey Hamm via email	Date:	April 14, 2020
Department of Public Works	Linda Martin via email	Date:	February 20, 2020
Emergency Svcs Department	Michael Byrd via email	Date:	February 25, 2020
CP&D Review	Clayton Voignier via email	Date:	February 20, 2020
Transportation Department	Allison Steele via email	Date:	February 24, 2020
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Petition for Abandonment and Closure of Hamrick Avenue (TMS# R11204-02-06) and Seabrook Street (TMS# R11204-02-06) in Columbia, South Carolina		

Recommended Action:

Staff will respond as directed by the Council relative to this request.

Motion Requested:

1. Motion to approve the petition to abandon and close the subject roadways.
2. Motion to deny the petition to abandon and close the subject roadways.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact; the County does not maintain either roadway.

Motion of Origin:

There is no associated Council motion of origin; this action initiated by the Plaintiff filing petition to abandon and close subject roadways.

Discussion:

Richland County is a party in the attached lawsuit wherein the plaintiff seeks to have Hamrick Avenue and Seabrook Street in Columbia, SC abandoned for maintenance and closed. SCDOT and the City of Columbia also are parties to this action in the event any of the Defendants has any maintenance responsibility for the roadways sought to be abandoned and closed.

Richland County Code of Ordinances (Roads, Highways and Bridges) subsection 21-14(a) provides:

Sec. 21-14. Abandonment of public roads and right-of-ways.

- (a) Any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with section 57-9-10, et seq. of the state code of laws. The petition shall name the county as a respondent (unless the county is the petitioner). The county attorney shall advise the court with regard to the county's concurrence or opposition after consultation with the county's planning, public works, and emergency services departments, and after consideration by county council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful...

The County has no maintenance responsibility for the subject roadways.

After consulting with the County departments above-named, staff have raised no objection to the abandonment or closing of these roadways.

The Legal Department is advised that SCDOT and the City of Columbia already have consented to the closure of these roads.

Attachments:

1. Petition For Abandonment and Closure of Road;
2. Map of subject roadways and area.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Dominion Energy South Carolina, Inc.

Petitioner,

v.

The South Carolina Department of
Transportation;
Richland County; and
The City of Columbia,

Respondents.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

SUMMONS

TO: THE RESPONDENTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Petition for Abandonment and Closure of Road herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Petition for Abandonment and Closure of Road upon the subscribers, Adams and Reese LLP, at their offices at 1501 Main Street, Fifth Floor (29201) or Post Office Box 2285 (29202), Columbia, South Carolina, within thirty (30) days of the service hereof, exclusive of the day of such service, and if you fail to answer within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Petition.

/s/ W. Cliff Moore, III
W. Cliff Moore, III (SC Bar No. 4067)
ADAMS AND REESE LLP
PO Box 2285
Columbia, SC 29202
P: 803-254-4190
cliff.moore@arlaw.com
Attorney for Petitioner

February 14, 2020

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Dominion Energy South Carolina, Inc.

Petitioner,

v.

The South Carolina Department of
Transportation;
Richland County; and
The City of Columbia,

Respondents.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

**PETITION FOR ABANDONMENT
AND CLOSURE OF ROAD**

Petitioner Dominion Energy South Carolina, Inc. (“Petitioner”) would respectfully show unto the Court:

1. This petition is brought pursuant to S.C. Code Ann. 57-9-10, *et. seq.* for the purpose of closing and abandoning a portion of Hamrick Avenue and a portion of Seabrook Street located in the City of Columbia, Richland County, South Carolina.

2. The Petitioner is the owner of real property located in the City of Columbia, Richland County, South Carolina that is identified as Richland County tax map parcel R11204-02-06 (the “Subject Property”), which parcel is adjacent to, and partially surrounds, the portions of the roads at issue in this Petition.

3. The Petitioner seeks to close (hereinafter “Subject Roads”):

a. That portion of Hamrick Avenue in the City of Columbia, State of South Carolina that extends into Richland County tax map parcel number R11204-02-06, shown on a survey of Homeland Terrace, prepared by A.L. Cumbow in the year 1937 and recorded in the Office of the Register of Deeds for Richland County in Plat Book H at page 65, as that portion of Hamrick Avenue that begins approximately 128 feet northwest of the northwestern corner of the intersection Hamrick Avenue and Ferguson Street and extends in a northwestern direction until Hamrick Avenue terminates; and

b. That portion of Seabrook Street, formerly known as Magnolia Avenue, in the City of Columbia, State of South Carolina that extends into Richland County tax map parcel number R11204-02-06, shown on a survey of Homeland Terrace, prepared by A.L. Cumbow in the year 1937 and recorded in the Office of the Register of Deeds for Richland County in Plat Book H at page 65, as that

portion of Magnolia Avenue that begins on the northwestern side of the intersection of Magnolia Avenue and Ferguson Street and extends in a northwestern direction until Magnolia Avenue terminates.

4. The South Carolina Department of Transportation (“SCDOT”) is made a Respondent to this action for the reason that the Subject Roads are located within the State of South Carolina and SCDOT may claim some right, title or interest in the Subject Roads. The Petitioner is informed and believes that SCDOT maintains a portion of Hamrick Avenue; but not the portion of Hamrick Avenue that is the subject of this Petition.

5. Richland County is made a Respondent to this action for the reason that the Subject Roads are located within Richland County and Richland County may claim some right, title or interest in the Subject Roads. The Petitioner is informed and believes the Richland County does not maintain any portion of Hamrick Avenue or Seabrook Street.

6. The City of Columbia is a municipal body politic organized and existing pursuant to the law of South Carolina and located within Richland County. The City of Columbia is made a Respondent to this action for the reason that the Subject Roads are located within the City of Columbia and the City of Columbia may claim some right, title or interest in the Subject Roads. The Petitioner is informed and believes that the City of Columbia maintains a portion of Seabrook Street; but not the portion of Seabrook Street that is the subject of this Petition.

7. Petitioner is an “interested person” as to the Subject Roads, as defined under S.C. Code Ann. § 57-9-10, because it owns the Subject Property that is adjacent to, and partially surrounds, the Subject Roads.

8. The Subject Roads have not been used as public roadways since June 27, 1979, the date on which the Petitioner (f/k/a South Carolina Electric and Gas Company) acquired title to the Subject Property.

9. Since June 27, 1979, the Petitioner, or their tenants, have used the Subject Roads as part and parcel to the Subject Property, fencing off the Subject Roads and allowing use only as part of the Subject Property.

10. The Subject Roads are no longer necessary as an access road or thoroughfare to Petitioner, Respondents, or any member of the public.

11. It is in the best interest of all concerned parties that the Subject Road be abandoned and closed.

12. Petitioner advertised for three (3) consecutive weeks in The Columbia Star, a newspaper published in Richland County, a “Notice of Intention to File Petition to Close Road”, prior to the filing of this Petition. The Petitioner has attached a copy of the Affidavit of Publication as evidence of the required publication as “Exhibit A” to this Petition.

13. Notice has been physically posted along the Subject Road by Petitioner, pursuant to the requirements set forth in S.C. Code of Regulations R. 63-1000.

14. Petitioner is informed and believes that it is entitled to an Order closing and abandoning the Subject Roads.

15. Petitioner is informed and believes that any interest in the Subject Roads held by Respondents should be permanently closed and abandoned and all rights in favor of these Respondents be terminated, and that all portions of the Subject Roads located over, adjacent to, and within the Subject Property be vested in the name of Petitioner.

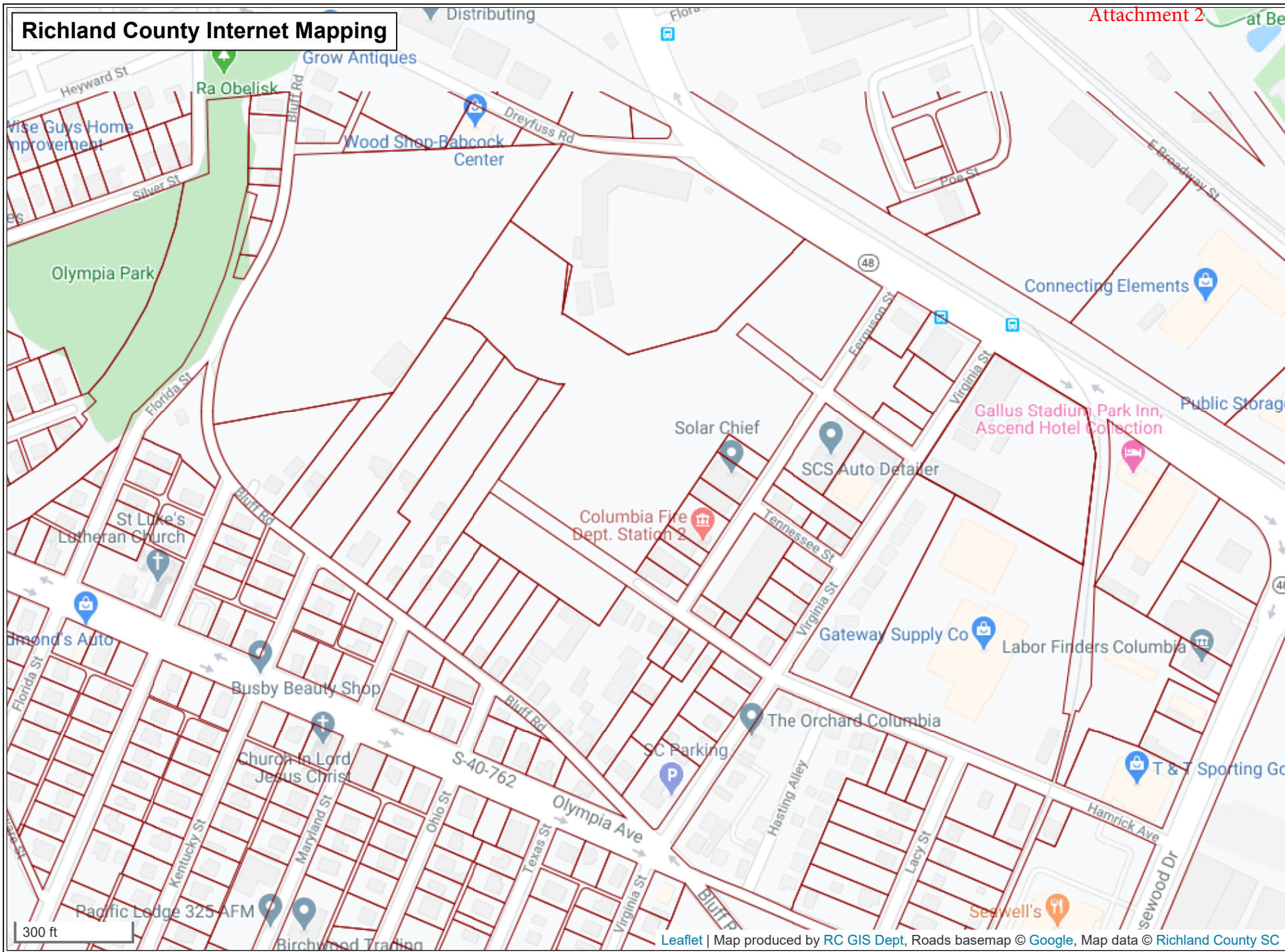
WHEREFORE, Petitioner prays that this Court issue an Order pursuant to S.C. Code Ann. § 57-9-10 *et. al.* which decides and determines as follows:

- a. That the Subject Roads be permanently closed, abandoned, discontinued and vacated;
- b. That all rights and obligations held by the Respondents and the general public with regard to the Subject Roads be permanently terminated;
- c. That title to the real property on which the Subject Roads are located be vested in the name of Petitioner; and
- d. For such other and further relief as the court may deem just and proper.

/s/ W. Cliff Moore, III
W. Cliff Moore, III (SC Bar No. 4067)
ADAMS AND REESE LLP
PO Box 2285
Columbia, SC 29202
P: 803-254-4190
cliff.moore@arlaw.com
Attorney for Petitioner

February 14, 2020

Richland County Internet Mapping



Richland County Council Request for Action

Subject:

Airport Property Use for a Promotional Event

Notes:

April 28, 2020 – The committee recommended Council approve the use of landside airport property for the purpose of conducting a fundraising event for the 371st Infantry Regiment WWI Memorial Monument Association at the Jim Hamilton – LB Owens Airport.

Discussion:

The 371st Infantry Regiment WWI Memorial Monument Association (Please see their website located at <https://www.371stmonument.org/>) is a South Carolina 501(c)(3) non-profit organization formed in 2018 with the purpose of funding and placing a monument, preferably on the South Carolina State House or Fort Jackson grounds, to memorialize the service and sacrifice of South Carolina's 371st Infantry Regiment (Colored) in World War I.

This association, represented by Ms. Sonya Hodges-Grantham, has requested the use of a portion landside Airport property alongside Jim Hamilton Blvd in order to hold a car show for the purpose of fundraising for her non-profit organization. The date is to be determined. The following information is provided regarding the event:

- The hours of the show will be 9:00 am - 3:00 pm;
- Includes use of the paved parking lot for spectators;
- Anticipate approximately 100 show cars, vendors, and food trucks;
- The show organizers will have necessary event insurance coverage as well as sign the County's Hold Harmless Agreement (HHA – please see attached draft) which will be reviewed and approved by Rick Management and County Legal staffs;
- Security and show staff will be provided by the show organizer;
- Public bathroom facilities will be provided by the show organizers;
- Awards and door prizes will be distributed during the show;
- The site will be completely cleaned after the show.

Ms. Hodges-Grantham further states, "We believe this event will draw interest from all over the Columbia area. In addition, there will be parents and children at the soccer fields across the street and patrons nearby at the Hunter-Gatherer and City Roots. Altogether, there should be plenty of people to have fun and help us raise money for this worthy cause."

Ms. Hodges-Grantham, Mr. Russell Wolfe, and Mr. Bill Adams, representing the Association initially presented their request to the Richland County Airport Commission during their March 2019 meeting.

Airport staff and the Airport Commission believes that this event will be beneficial to the airport and Community and recommends approval on the condition that a mutually-agreeable Hold Harmless Agreement, based on the attached template, be executed with the participation of the County Attorney and the Office of Risk Management.

Attachments:

1. Hold Harmless Agreement (HHA) Template

STATE OF SOUTH CAROLINA)
) **AGREEMENT AND HOLD HARMLESS**
COUNTY OF RICHLAND)

THIS HOLD HARMLESS AGREEMENT, hereinafter “Agreement”, is dated as of the _____ day of _____ and is made by and between the undersigned parties.

WHEREAS, Richland County owns and operates the Jim-Hamilton – LB Owens Airport (“Airport”); and

WHEREAS, the Officers of the 371st Infantry Regiment WW I Memorial Monument Association (“the Association”) would like to host a recreational fund raising event (“Event”) on or about (“insert future date of event”) at the Airport;

NOW, THEREFORE, for and in consideration of the mutual covenant below, the sufficiency of which is hereby acknowledged, the Association and Richland County agrees as follows:

1. Richland County agrees to allow the Association to perform the following activities on the Airport property:

Use of a landside portion of the aforementioned airport property for an approximate 12-hour period for the stated use of a vintage and antique car show.

2. The Association and its guests, invitees, and participants of any kind agree to:

Perform all pre-show site preparation to the satisfaction of the Airport General Manager;

Display up to 100 show cars;

Manage and direct any vendors and food trucks;

Provide all traffic control, security, and show staff;

Provide public restroom facilities during the event to include setup, removal, and cleanup;

Restoration of the site and police of all trash immediately following the event;

Disposal of all trash from the event; the Airport dumpster shall not be used;

Check out with on-site Airport Staff upon completion of the event.

3. The Association shall be responsible for any damages resulting from its activities and will be assessed a fee for site cleanup / restoration if necessary. Before commencing any activities, the Association, at its own expense, shall obtain and maintain throughout the duration of this agreement, all such insurance as required by the laws of the State of South Carolina, and

minimally the below listed insurance. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. The Association must require these same insurance provisions of its Subcontractors, if any, or insure its Subcontractors under its own policies. This agreement sets forth the minimum coverages and limits and is not in any way as a limitation of the Association's liability.

A. Commercial General Liability Insurance

Commercial general liability policy with minimum limits of \$1,000,000 (one million dollars) per occurrence, \$2,000,000 (two million dollars) aggregate. Coverage for bodily injury, personal injury and property damage coverage is required. The policy shall also include the County, the Airport, Eagle Aviation ("the FBO") its officials, employees, temporary and leased workers and volunteers endorsed as additional insured.

B. Special Events Coverage

Special Events policy for all operations of the event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy excludes any activity or group involved in the event, the Association must provide proof of insurance as required by this agreement.

C. Workers Compensation and Employers Liability Insurance:

Workers' compensation policy that specifies South Carolina coverage ("Other States" only is unacceptable.), and an employer's liability policy with limits of \$1,000,000 per accident/per disease is required. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

D. Certificates of Insurance

The Association shall furnish the County with certified copies of certificates of insurance ten (10) calendar days prior to the event.

4. Upon the execution of this Agreement, Officers of the Association, for itself and its

predecessors, successors, executors, administrators, assigns, legal representatives, affiliated companies, agents, officers, directors, shareholders, attorneys and partners, does hereby release, hold harmless, indemnify and defend Richland County, its Airport Commission and Commissioners, its employees, its Fixed Base Operator (Eagle Aviation), agents, administrators, assigns, their predecessors, successors, agents, officers, directors, legal representatives, affiliated companies, attorneys and partners, of and from any and all claims, demands, damages, attorneys' fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing or whether now known or not known to the parties, for or because of any matter or thing done, admitted or suffered for or on account of or in connection with the use by the Association of the Airport for the Event, excluding however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence or misconduct of Richland County, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above.

IN THE PRESENCE OF:

Witness

Officers of _____

By: _____
Its: _____

Witness

Richland County

By: _____
Its: _____

Richland County Council Request for Action

Subject:

Columbia Hospital Historical Marker

Notes:

April 28, 2020 – The committee forwarded this item to Council without a recommendation.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Clayton Voignier
Department: Community Planning and Development
Date Prepared: January 30, 2020 **Meeting Date:** March 24, 2020

Legal Review	Elizabeth McLean via email	Date:	March 18, 2020
Budget Review	James Hayes via email	Date:	March 16, 2020
Finance Review	Stacey Hamm via email	Date:	March 16, 2020
Approved for consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Columbia Hospital Historical Marker		

Recommended Action:

Columbia Hospital School of Nursing Alumnae Association of Black Nurses (CHSNAA) recommends approval for the placement of a historical marker for a unit of Columbia Hospital at the corner of Washington and Harden Streets.

Motion Requested:

I move to approve the placement of a historical marker for a unit of Columbia Hospital at the corner of Washington and Harden Streets.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact.

Motion of Origin:

There is no associated Council motion of origin. Staff is moving this item forward to Council at the request of Columbia Hospital School of Nursing Alumnae Association of Black Nurses (CHSNAA).

Council Member	
Meeting	
Date	

Discussion:

In October 2019, the SC Department of Archives and History approved the text for a historical marker for the Columbia Hospital “Negro Unit.” Columbia Hospital School of Nursing Alumnae Association-Black Nurses (CHSNAA) sponsored the historical marker and provided funding in the amount of \$2,090 to Sewah Studios to cast the historic marker.

In 1943, Columbia Hospital opened a segregated wing for African Americans on the corner of Harden and Lady Streets. Two years earlier, the hospital constructed a dormitory for African American nurses at the corner of Laurens and Washington Streets, where Richland County Emergency Services is currently located. Neither of these locations are suitable for a historical marker since markers are not allowed in the right-of-way, the sidewalk and fencing on Harden Street block installation outside the right-of-way, and fencing and parking for Emergency Services limit access.

CHSNAA requests placement of the historical marker in the landscaped sitting area across from the Elections and Voter Registration Office, south side of Washington Street on the corner of Washington and Harden Streets. This location is outside the right-of-way and is on the same block where both buildings once stood and easily accessible to the public.

Attachments:

1. SCDAH approved marker text
2. Sanborn map of Columbia Hospital
3. Map of county parcel with desired marker location
4. Photos of location sites

SIDE 1 of 2

**SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY
8301 Parklane Road
Columbia, S.C. 29223**

Edwin C. Breeden, Ph.D.
Coordinator
South Carolina Historical Marker Program
(803) 896-6182 Phone
ebreeden@scdah.sc.gov

RICHLAND COUNTY

**40-213
COLUMBIA HOSPITAL
"NEGRO UNIT"**

Columbia Hospital, est. 1892, opened a segregated wing for African Americans in 1934 at its Hampton St. location. In 1943, it built an expanded "Negro Unit" at the NW corner of Harden and Lady Sts. This 4-story facility was designed by architects Lafaye, Lafaye, & Fair and cost \$333,000. When opened, it was equipped for 165 patients plus 30 infants. In 1972, Columbia Hospital was replaced by Richland Memorial Hospital.
(continued on next side)

SPONSORED BY THE COLUMBIA HOSPITAL SCHOOL OF NURSING ALUMNAE ASSOCIATION BLACK NURSES, 2019

Approved:

W. Eric Emerson, Ph.D. 

Director
South Carolina Department of Archives and History

Date: December 2, 2019

Marker Location: SW corner of Harden St. & Washington St. intersection, Columbia (34° 0.499'N 81° 1.229'W)

I confirm that I approve of the text as drafted above: _____
Sponsor Signature / Date

SIDE 2 of 2

**SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY
8301 Parklane Road
Columbia, S.C. 29223**

Edwin C. Breeden, Ph.D.
Coordinator
South Carolina Historical Marker Program
(803) 896-6182 Phone
ebreeden@scdah.sc.gov

RICHLAND COUNTY

**40-213
COLUMBIA HOSPITAL
"NEGRO NURSES"
(continued from other side)**

In 1935, Columbia Hospital opened a segregated School of Nursing for African Americans. A first class of ten graduated in 1938. In 1941, a 3-story dormitory for African American nurses was built at the corner of Laurens and Washington Sts. It included classrooms, an auditorium, and a library. By the time the school closed in 1965, more than 400 nurses had graduated. The school was accredited by the state of S.C.

**SPONSORED BY THE COLUMBIA HOSPITAL SCHOOL OF NURSING ALUMNAE
ASSOCIATION BLACK NURSES, 2019**

Approved:

W. Eric Emerson, Ph.D.
Director



South Carolina Department of Archives and History

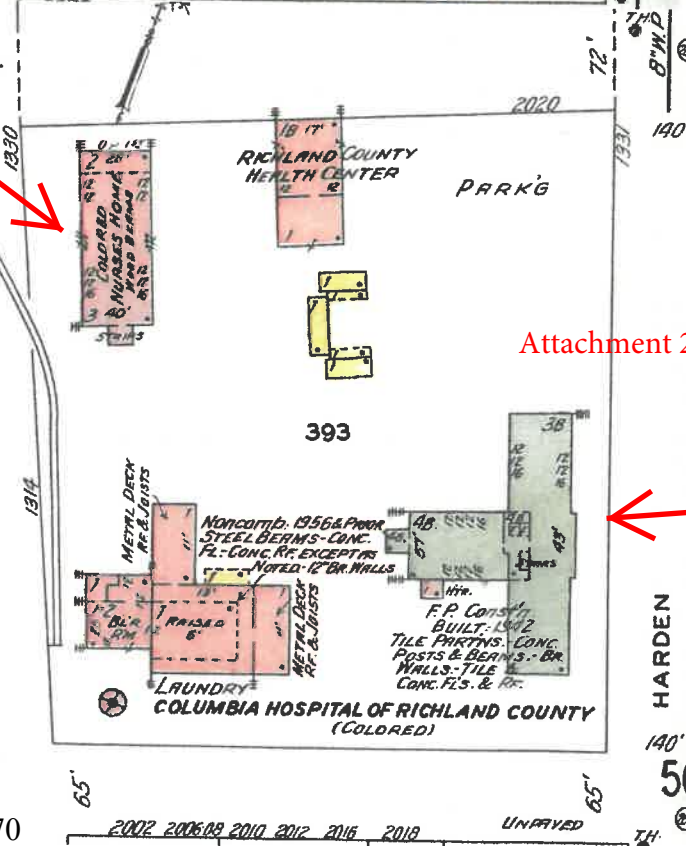
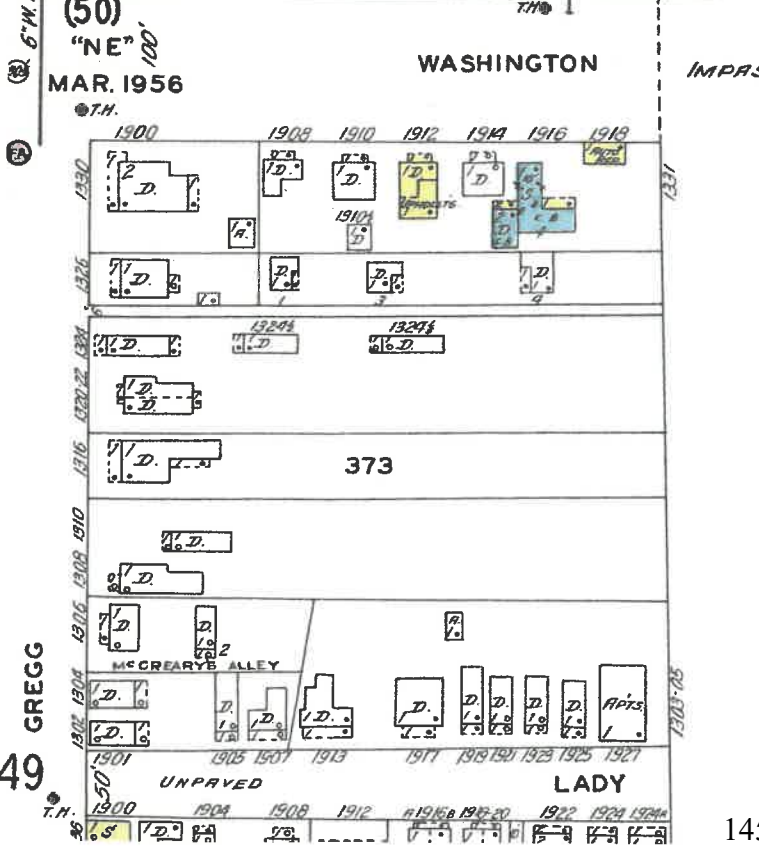
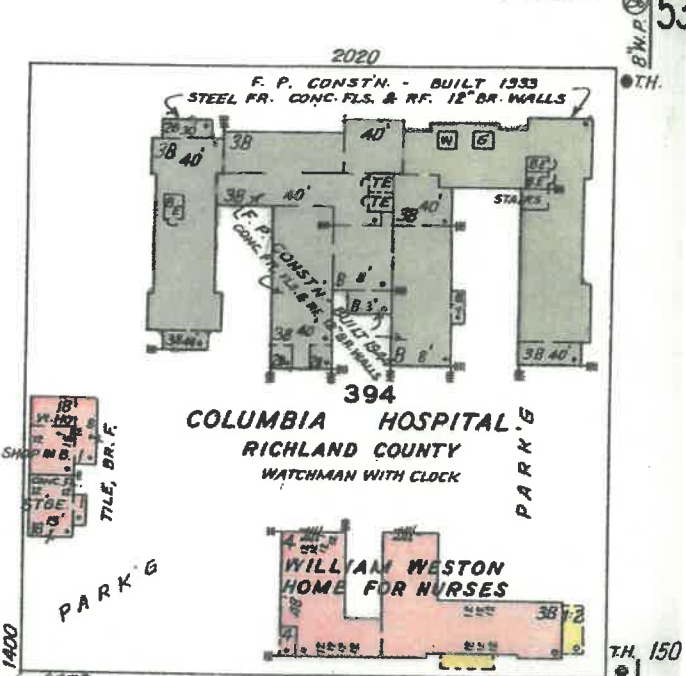
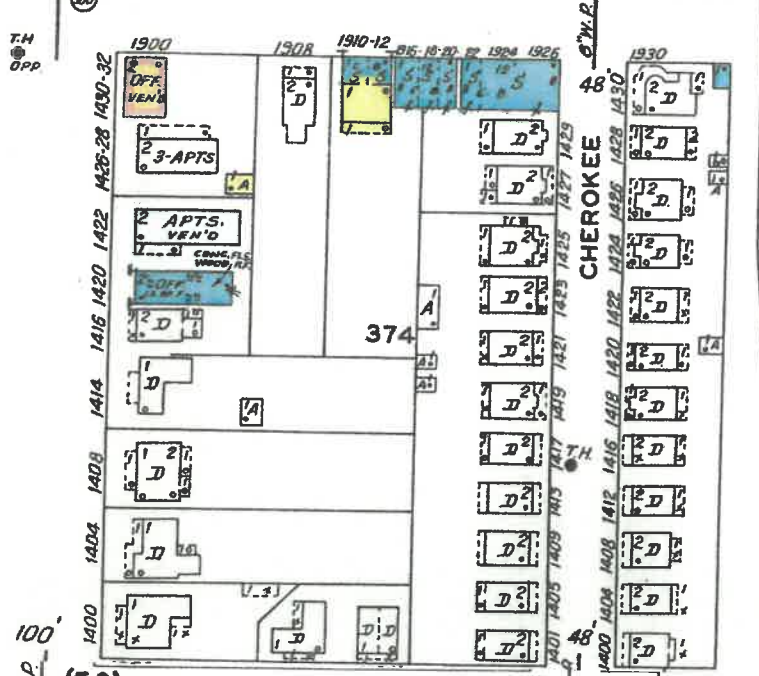
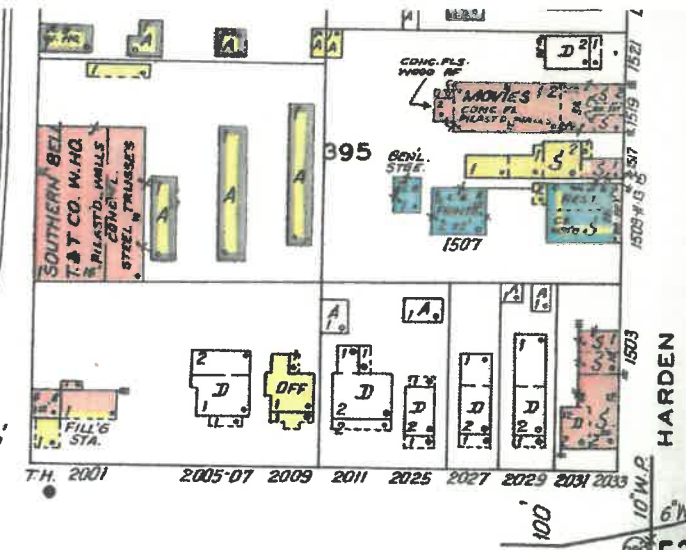
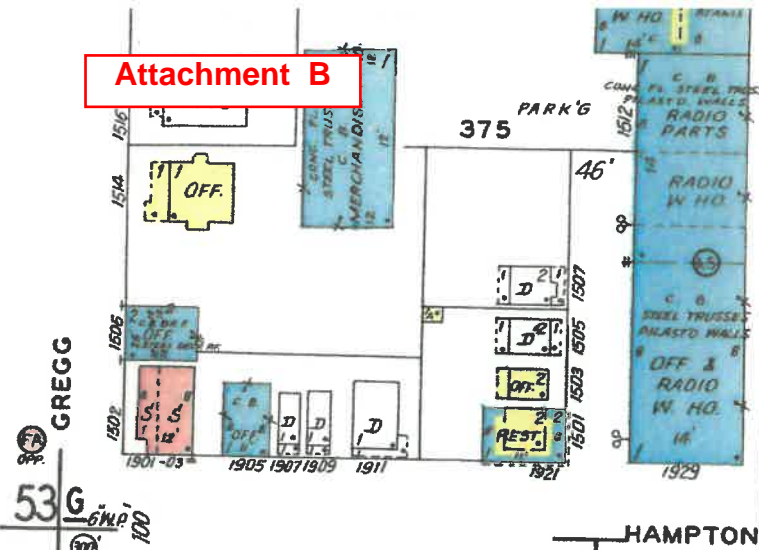
Date: December 2, 2019

Marker Location: SW corner of Harden St. & Washington St. intersection, Columbia (34° 0.499'N 81° 1.229'W)

I confirm that I approve of the text as drafted above: _____

Sponsor Signature / Date

Attachment B




Attachment 2

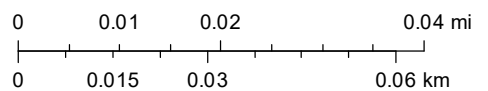
Historical marker placement at 2020 Hampton St.



January 2, 2020

 Parcels

1:1,200



Red arrow is desirable location

Blue arrows are undesirable

Richland County
Richland County & Woolpert

Marker Locations



Corner of Harden and Lady where Negro Unit Hospital stood



Laurens Street where Nurses Quarters stood



Preferred location, across from Elections Office



147 of 370 Harden Street sidewalk approaching preferred marker location

Richland County Council Request for Action

Subject:

Hopkins Magistrate Facility Expansion

Notes:

April 28, 2020 – The committee forwarded the item to Council without a recommendation.



Agenda Briefing

Prepared by: David Bertolini, Deputy Director

Department: Operational Services

Date Prepared: March 16, 2020

Meeting Date: April 28, 2020

Legal Review	Elizabeth McLean via email	Date:	April 21, 2020
Budget Review	James Hayes via email	Date:	April 22, 2020
Finance Review	Stacey Hamm via email	Date:	April 21, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Hopkins Magistrate Facility Expansion		

Recommended Action:

Staff will respond as directed by the Council relative to this request.

Motion Requested:

1. Move to accept the motion as presented by Councilmember Myers; or
2. Move to deny motion.

Request for Council Reconsideration: Yes

Fiscal Impact:

The estimated cost for the construction of a 3,100 sq.ft. building for a standalone Sheriff's substation is \$2,554,559; this cost does not include project design. The estimated yearly recurring (operational) cost is \$25,040. Operational Services presently does not have capital funds to support this proposal and has not received any FY20 capital project funding. Per the Office of Budget and Grants Management, the construction of the Sheriff's substation is included as a part of the Capital Improvement Plan.

Costs associated with the Historic Trail building remain unknown in the absence of design work.

Motion of Origin:

Move to mobilize the \$2million approved through budgeted year 2018 and 2019 to expand the current Richland County Magistrate's facility in Hopkins to include the Historic Trail Building and a Sheriff's Cat Team Headquarters as desired and requested by the community.

Council Member	Dalhi Myers, District 10
Meeting	Regular Session
Date	March 03, 2020

Discussion:

The proposed 3,100 sq.ft. office space for the Sheriff's Department is a draft completed several months ago with input from RCSD staff. At that time, the estimated construction costs were based on tying into the new Hopkins Magistrate building while it was under construction. Presently, construction of the Hopkins Magistrate building is over 75% completion and beyond the feasibility of utilizing this option.

The revised construction costs are based on constructing a stand-alone building on the Hopkins Magistrate site to include an independent infrastructure and utility connections. These costs cannot be considered firm due to the present pandemic which has affected the availability of and increased costs of construction materials.

Additionally, at its May 01, 2018 regular session meeting. Council unanimously approved the design/build of the Hopkins Magistrate as presented. The approved proposal did not include the Sheriff's substation.

Operational Services presently has no information on the proposed Historic Trail Building to provide construction cost estimates at this time. In the absence of required design work, meaningful estimates are difficult to obtain.

Attachments:

1. May 01, 2018 Council Meeting Agenda Briefing
2. Excerpt of the May 01, 2018 meeting minutes
3. Executed Contract
4. Construction estimated budget
5. Draft Architectural Drawing – Sheriff's Substation Option 2
6. Estimated yearly recurring costs

Richland County Council Request for Action

Subject:

Approval to negotiate and enter into a Design/Build Contract for Two Magistrate offices

Notes:

April 24, 2018 – The committee recommended Council to authorize staff to move forward with negotiations and to enter into a GMP contract with GMK, Inc. the selected design and construction team from solicitation RC-035-Q-2017, to provide full design and construction services to wholly develop and build the Upper Township Magistrate and Hopkins Magistrate Offices. The Upper Township Magistrate project cost is in the amount of \$1,536,975. The Hopkins Magistrate project cost is in the amount of \$1,357,185.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

April 24, 2018 Administration & Finance Committee Meeting Briefing Document Approval to negotiate and enter into a Design/Build Contract

Agenda Item

Approval to negotiate and enter into a Design/Build Contract for two Magistrate offices (Upper Township and Hopkins)

Background

The Upper Township (currently located at 4919 Rhett Ave.) and Hopkins Magistrate (currently located at 6108 Cabin Creek Rd.) offices are currently lease spaces that do not meet the operational needs of the departments. These two current facilities would most likely be listed as class C (towards the bottom end of office space classification as it relates to facility condition).

The Richland County Magistrate offices have been moving into owner occupied spaces (i.e. the Dentsville Magistrate moving to the Decker Center) to enhance the services provided to the citizens by having a facility that is specifically constructed and laid out for courtroom operations. An initiative to transform additional courts from leased space to owner occupied space was started in mid-2016. These two facilities will be the first two of the seven identified locations that will ultimately be addressed. The Upper Richland Magistrate office will move to 7615 Wilson Blvd. (TMS # R14304-05-15) which will consist of renovating the existing metal structure with a new interior and exterior. The Hopkins Magistrate will move to a new fully constructed from the ground up facility located at TSM # R21700-03-29 (no address has been assigned yet) which is located at the SE corner of Lower Richland Blvd and Air Base Road.

A Request of Qualifications (RFQ) solicitation (RC-035-Q-2017) was advertised by the Procurement Office, and two design/construction teams submitted proposals- GMK Associates and Solid Structures. Submittals were reviewed and scored by County staff in the areas of capability, relevant experience, responsiveness and financial resources. With Procurement overseeing the evaluation process, it was determined that GMK, Inc. was the most qualified, responsible, responsive, firm that replied to the solicitation.

GMK, Inc. developed a preliminary design that is approximately 4,830 square feet per facility, with an estimated construction cost of \$2,894,160.00 for both buildings (\$1,536,975.00 for Upper Township and \$1,357,185.00 for Hopkins).

The approval of County Council is being sought for the design/build process, which will develop the preliminary sketches into full construction documents and specifications. These documents will be developed with the full input and review/approval of Richland County staff and all affected and associated parties. As this progresses, further refinement of the construction budget will commence (with any

identified value engineering savings being given back to Richland County as a reduction to the GMP (Gross Maximum Price) contract amount. As the County agrees on the design milestones, construction will begin utilizing GMK, Inc.'s construction department and their associated sub-contractors.

Issues

If Council decides to not move forward with the expenditure of available funds to construct the two Magistrate offices, the purchased properties (TMS # R14304-05-15 & TSM # R21700-03-29) that were acquired for these projects will go unused and could lead to blighted areas, in opposition to the County's stated priority of removing these areas. Additionally, if the Magistrate offices stay where they are currently located, the services that they provide will continue in their current reduced capacity, thus affecting the overall magistrate judicial process and citizens' experiences.

Fiscal Impact

If approved, Richland County will enter into a GMP contract with the recommended construction team in the amount of \$2,894,140.00 with an additional \$65,880.00 in contingency, bringing the total project cost to \$2,960,040.00. The contingency is requested to address any unforeseen conditions due to the complexity of remodeling an existing facility and constructing a new facility in an area that is prone to having soil issues that need to be addressed once construction sites are cleared. Contingency use must be requested, evaluated by the Richland County Department of Operational Services as a change order, and no contingency use will be approved without strict scrutiny of all the facts and possible options by the project management team.

There are no additional funds requested for this project.

Funds are available in the existing Operational Services Capital Project budget noted below:

Past Legislative Actions

None.

Alternatives/Solutions

1. Authorize staff to move forward with negotiations and to enter into a GMP contract with GMK, Inc., the selected design and construction team from solicitation RC-035-Q-2017, to provide full design and construction services to wholly develop and build two Magistrate offices. The total project cost requested for approval is in the amount of \$2,960,040.00, with a GMP contract amount of \$2,894,160.00 and a reserved contingency amount of \$65,880.00.
2. Do not approve the expenditure of the funds and leave the existing Magistrate offices in their current locations. This decision could have impact on the daily operations of the Magistrate judicial system.

Staff Recommendation

The recommendation is Option #1 (authorize the expenditure of funds). Richland County would enter into negotiations and execute a GMP contract in the amount of \$2,894,140.00, with an additional \$65,880.00 in contingency, with GMK, Inc. to construct two 4,830 (approximate) square feet Magistrate offices.

Existing Magistrate Offices

Upper Township Magistrate (4919 Rhatt Ave.)



Hopkins Magistrate (6108 Cabin Creek Rd.)



Office space classification

Class A

These buildings represent the newest and highest quality buildings in their market. They are generally the best looking buildings with the best construction, and possess high-quality building infrastructure. Class A buildings also are well located, have good access, and are professionally managed. As a result of this, they attract the highest quality tenants and also command the highest rents.

Class B

This is the next notch down. Class B buildings are generally a little older, but still have good quality management and tenants. Oftentimes, value-added investors target these buildings as investments since well-located Class B buildings can be returned to their Class A glory through renovations such as facade and common area improvements. Class B buildings should generally not be functionally obsolete and should be well maintained.

Class C

The lowest classification of office building and space is Class C. These are older buildings and are located in less desirable areas and are often in need of extensive renovation. Architecturally, these buildings are the least desirable, and building infrastructure and technology is outdated. As a result, Class C buildings have the lowest rental rates, take the longest time to lease, and are often targeted as re-development opportunities.

The above is just a general guideline of building classifications. No formal standard exists for classifying a building. Buildings must be viewed in the context of their sub-market; i.e., a Class A building in one neighborhood may not be a Class A building in another.

8

RICHLAND COUNTY

MAGISTRATE COURT FACILITIES

4,830 sf Facilities Option

Upper Township Magistrate Court Facility

Hopkins Magistrate Court Facility

SCHEMATIC BUDGET PACKAGE UPDATE

April 13, 2018

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations

Schematic Project Design Narrative

April 13, 2018

The building will be a 4,830 sf renovation to an existing one-story, pre-engineered metal building. The existing interior will be gutted in preparation for the new renovations. The exterior metal roof panels and metal wall panels will be replaced with new roof and wall panels. Windows, where incorporated, will have sills placed at least 6'-8" above the floor elevation for security. Windows will be thermal, aluminum-frame type. Public entrances will be storefront type with glass entry doors and sidelights. Other exterior doors will be painted hollow metal with hollow metal frames. Exterior glass will be low-e, insulated glass. The building interior spaces will be constructed with gypsum board walls and acoustical ceiling tile ceilings. The finishes will be per Richland County standards. Interior doors will be flush style wood doors with hollow metal frames. Door hardware is to be commercial grade minimum grade 2 hardware. Access controls will be coordinated with the Owner's access control vendor as required. The judges bench, clerk bench, jury box and other built in courtroom furniture will be wood with either painted or stained finish.

The plumbing, mechanical, power, lighting and life safety systems will be replaced to meet current Code requirements.

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations

Schematic Budget Estimate

April 10, 2018

Renovations Area = 4,830 sf

Sitework, 25 Spaces & Out-Building Demolition (Allowance)	\$129,500
Perimeter Skin Improvements / General Demolition:	\$410,480
Magistrate Facility Renovations:	\$867,765
Construction Costs Sub-Total:	<hr/> \$1,407,745
Design Fees (6%):	\$84,465
Design/Construction Contingency (3%):	\$44,765
Design & Construction Costs:	<hr/> <hr/> \$1,536,975

NOTES:

- Provide 25 Parking Spaces for Facility.
- Replace Exterior Wall & Roof Cladding, complete.
- Facility will be unsprinklered.
- Only work in Shell Space is utility stubs for Future.

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations (4,830 sf)

Schematic Project Development Cost Worksheet

(For Determination of division of Responsibilities)

January 19, 2018

	<u>GMK Responsibility</u>	<u>Owner Responsibility</u>
Hard Costs:		
Exterior Work:		
Sitework Construction <u>Allowance</u> - Clearing, Grading, Drainage, Pavements, On-Site Utilities, Erosion Control, & Landscaping	\$129,500	-
Off-Site Utilities to Property	NIC	
Unexpected Unsuitable Materials Replacement (Rock, Muck)	NIC	
Site Lighting Systems & Design	NIC	By Owner
Exterior Signage & Design	NIC	By Owner
Building Construction:		
Building Construction - Structural, Architectural, Mechanical, Plumbing, Electrical & Fire Protection per Code Requirements.	\$1,278,245	-
Hazardous Materials Abatement	NIC	
Mold & Mildew Remediation	NIC	
Fire Pump Systems	NIC	
Intercom, Security, Television & Communication Systems:		
Data, Telephone & Television Wiring; incl. Cable Tray	NIC	By Owner
Computer System Equipment, incl Power Conditioning	NIC	By Owner
Telephone System Equipment	NIC	By Owner
Television System Equipment	NIC	By Owner
Intercom & Paging Systems; Equipment & Wiring (Speakers, etc.)	NIC	By Owner
Security Systems; Equipment & Wiring (Locks, Cameras, etc.)	NIC	By Owner
Teleconference & AV Systems; Equipment & Wiring	NIC	By Owner
Clock Systems; Equipment & Wiring	NIC	By Owner
Furniture, Fixtures & Equipment:		
General Owner FF&E <u>Allowance</u>	NIC	By Owner
Kitchen & Serving Equipment; incl Installation & Design	NIC	By Owner
Residential Equipment; incl Installation (Refrigerators, Microwaves, Ice Machines, etc.)	NIC	By Owner
Television & Monitor Wall Brackets, incl Installation	NIC	By Owner
Paper Towel, Soap, & Toilet Tissue Dispencers, incl Installation	NIC	By Owner
Misc. Storage Shelving	NIC	By Owner
Furniture & Furnishings, incl Installation & Design	NIC	By Owner
Window Treatments & Blinds, incl Installation & Design	NIC	By Owner
Artwork, incl Installation & Design	NIC	By Owner
Office Equipment, incl Installation & Design	NIC	By Owner
Cubicle Curtains & Tracks, incl Installation	NIC	By Owner
Interior Signage, incl Installation	NIC	By Owner
Vending Equipment, incl Installation	NIC	By Owner
Other Hard Costs:		
Total Hard Costs	\$1,407,745	\$0

Soft Costs:

Design Fees (C,S,A,M,E,P & FP)	\$84,465	
Building Permit Fees	Included	
Special Inspections (IBC Chapter 17)	NIC	By Owner
Tap & Impact Fees	NIC	
Builder's Risk Insurance	NIC	
Payment & Performance Bonds	NIC	
Owner's & Contractor's Liability Insurance	NIC	
Construction Loan Interest	NIC	
Construction Loan Fees	NIC	
Traffic Impact Fees	NIC	
Topographic Surveys	NIC	\$4,500
Other Land Related Surveys (Tree Survey or As-Built Survey)	NIC	
Geotechnical & Environmental Studies	NIC	
Relocation Of Existing Underground Utilities	NIC	
Title Insurance	NIC	
Legal & Organizational	NIC	
Consultants	NIC	
Cost Segregation Analysis & Support For Same	NIC	
Cost of Electricity After Metered Power Is Provided To Building	NIC	
Initial Land Carrying Cost	NIC	
Other Miscellaneous Soft Costs	NIC	
Contingency	\$0	\$44,765
Total Soft Costs	\$84,465	\$49,265
Total Estimated Project Costs	\$1,492,210	\$49,265

\$1,541,475

See attached accompanying comments

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations

Comments to the Project Development Cost Analysis

April 13, 2018

Items not included in the Schematic Budget, if required, to be furnished by Owner:

Intercom, Security, Television and Communication Systems consists of items such as Intercom Systems, Power Conditioning Equipment, Computer Systems, Paging Systems, Speakers, Security Systems, Security Cameras, Television Monitors, Cable Television Systems, Satellite Television systems, Telephone systems, Teleconferencing systems including cameras and speakers, Cable Tray and Wiring Control Systems, as well as wiring and labor for same.

Furniture, Fixtures and Equipment consists of items such as Window Treatments, Appliances, Kitchen Equipment (Not Only the Kitchen Equipment, but also including Hoods, Ductwork for Hoods, Fans and Fire Suppression for Hoods, Lockers, Soap Dispensers, Clocks, Metal Storage Shelving, Interior and Exterior Signage, Office Equipment, as well as labor for same.

Additional items which may be considered on a project specific basis for inclusion at a later date in the Project Development Cost Analysis are: Fire Pump, the Cost for Excavation/Removal/Replacement of Unsuitable Materials (Rocks, Muck, Etc. – 3000 psi bearing pressure assumed, Site Parking Lot Lighting, Site Landscaping and Irrigation (above Code minimum, Mold and Mildew Remediation, Hazardous Material Abatement, Vending Machines, Tap & Impact Fees, Owner's & Contractor's Liability Insurance, and 3rd Party Special Inspections.

Design fees apply to the civil design for the site work as well as for the architectural and engineering design required for the facility itself. Interior design fees are included for all items installed by GMK per the contract. Examples are carpet, vinyl tile, paint, flooring, doors, hardware for sinks and toilet accessories. Items not included in GMK's contract should have design fees considered in the budget estimate, such as furniture and artwork.

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations

Schematic Design List of Inclusions

April 13, 2018

General

Fulltime Field Construction Supervision

Sitework (Allowance) {Provide 25 Parking Spaces}

Demo ~~Out~~Building Complete and Remove
Demo existing Site Improvements for New Layouts
Site Grading (undercut and fill/compact at new Pavements)
Building and Site Improvements Layout
Gravity Sanitary Sewer Service (re~~use~~ existing)
Electrical Service (re~~use~~ existing)
Concrete Curb and Gutter
Concrete Sidewalks
Handicapped Ramps @ Concrete Sidewalks
Asphalt Paving and Base
Concrete Parking Stops (HC Parking)
Handicapped Parking Signs
Pavement Line Striping and Pavement Markings
Temporary Erosion Control Measures
Grassing for Erosion Control
Perimeter Metal Fencing
Temporary Facilities
Site Cleaning
Landscaping (per Ordinance)

Selective Demolition

Demolition for Exterior Skin Improvements:

Remove existing Metal Roofing Panels and Insulation
Remove existing Storefronts & Doors/Frames/Hardware (per Plan)
Cut Openings @ Exterior Walls for New Windows & Doors/Frames (per Plan)

Building Interior Demolition: (to allow for New Construction)

Saw~~Cut~~/Remove/Patch Concrete Floor Slabs for New Plumbing
Demo Walls, Windows, Doors/Frames/Hardware
Demo Casework and Cabinets
Remove Flooring and Floor Base Finishes
Remove Ceilings Finishes
Remove Plumbing Fixtures and Piping

Remove HVAC Equipment, Ductwork, and Controls
Remove Electrical Power Devices and Wire
Remove Electrical Lighting Fixtures & Wire

Concrete

Building Layout
Wire Mesh or Fiber Reinforcement at Slab on Grade (Infill/Patch)
Concrete Slab on Grade (Infill/Patch)
Grouting

Masonry (N/A)

Metals

Miscellaneous Steel
New Metal Entry Canopy

Carpentry

Platform and Step Framing @ Courtroom and Judge's Office
Miscellaneous Wood and Metal Blocking and Bridging
Firestopping and Smokestopping
Rough Hardware (Fasteners, Etc.)
Melamine Clad Cabinets and Shelving
High Pressure Laminate Countertops
Solid Surface Countertops (Bath Vanities & Conferenc/Jury)
Finish Hardware (Fasteners, etc.)
Special Millwork Judge's Bench (Stain Grade)
Special Millwork Witness/Stenographer Countertop (Stain Grade)
Special Millwork Courtroom Banisters/Railings (Stain Grade)

Thermal and Moisture Protection

New Standing Seam Metal Roof Panels
New Metal Roof Perimeter Closure Trim
Spray Foam Insulation @ New Exterior Walls (per Energy Code)
Spray Foam Insulation @ Roof (per Energy Code)
Sound Batt Insulation at Interior Walls
Metal Gutters and Downspouts
Caulking and Sealants

Doors and Windows

Interior and Exterior Hollow Metal Door Frames
Exterior Insulation Hollow Metal Doors
Interior Wood Doors (Stain Grade Birch)

Aluminum/Glass Storefront Swinging Entry Doors
Aluminum Framed Exterior Windows with Insulated Glass
Aluminum Framed Storefront System with Insulated Glass
Interior Hollow Metal Framed View Windows with Safety Glass (Bullet Proof at Reception Areas)
Finish Hardware (Hinges, Locks, Panic, and Closers was required)
Glass and Glazing

Finishes

Gypsum Board Walls
Suspended Gypsum Board Ceilings (at Shower)
Carpet Tile Flooring (Country Standard)
Luxury Vinyl Tile Flooring (County Standard)
Rubber Cove Floor Base (County Standard)
Hard Tile Flooring, Base, and Wall Wainscot (Gang Toilet Rooms & Shower)
Enamel Paint Walls/Ceilings
Epoxy Paint Walls (Wet Areas)
2 x 2 Acoustical Grid System and Tile (County Standard)

Specialties

Toilet Accessories (Grab Bars and Mirrors)
Toilet Partitions & Urinal Screens
Fire Extinguishers and Cabinets

Mechanical

Plumbing

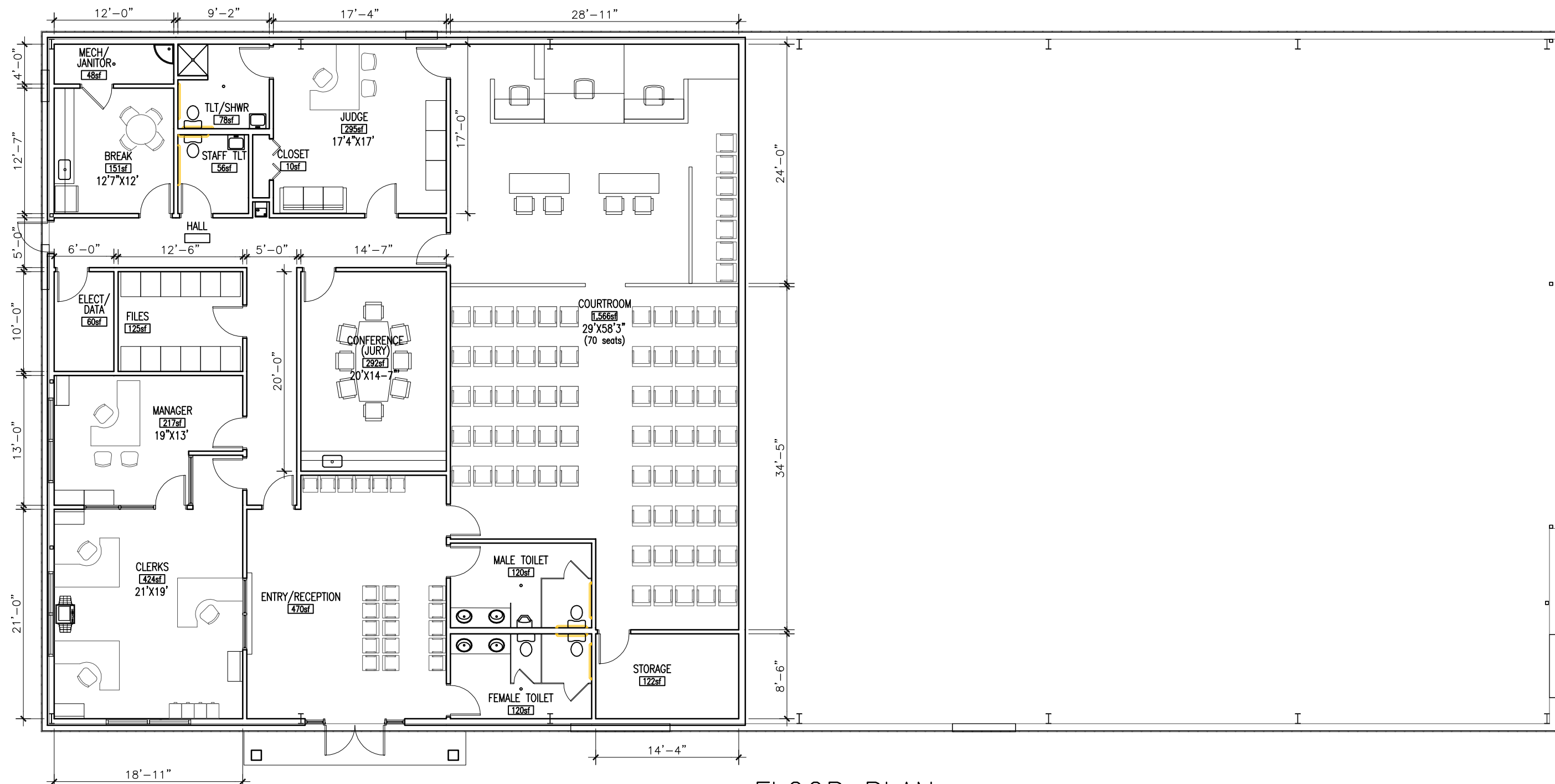
Waste and Vent System wdraining to the existing Site Sanitary Sewer System
CPVC Water Lines
PVC Waste Piping Above and Below Grade
Stainless Steel Sinks @ Casework, Large
Integral Solid Surface Sinks @ Bath Vanities
Vitreous China Wall Lavatory Sinks
Vitreous China Water Closets
Vitreous China Urinals
Cast Stone Janitor Mop Sink
Shower Head Fixture & Drain
PreFabricated Shower Insert
Water Box Fixture @ Conference
Finish Trim wFaucets, Etc.
Electric Water Heater
Water Coolers, ADA

Heating, Ventilation and Cooling System

- HVAC Temperature Requirements to meet all applicable Codes
- Design Temperature is Standard 95° Outside/75° Inside
- New DX Split System HVAC Units (15 tons AC)
- Sheetmetal & Flex Ductwork
- Exhaust Fans
- Fire Dampers
- Hangers and Supports
- Mechanical Insulation
- Duct Accessories
- HVAC Controls
- Testing and Balancing

Electrical

- 3 Phase Service (Existing)
- Distribution Panels (Reuse existing as possible)
- Power Wiring and Circuitry
- Switches, Receptacles and Cover plates
- 2x4 Lighting Fixtures (LED Lamps)
- Fluorescent or LED Recessed Can Lighting Fixtures
- Exterior Wall Packs for Site Safety Lighting
- Exit Lights
- Emergency Lighting (to meet Life Safety Regulations)
- Back Boxes and Conduit for Telephone, Data, and Television to above ceiling (Cable Tray, Wiring and System Equipment by Others)
- Fire Alarm System (to meet Life Safety Regulations)



4,830 GSF

FLOOR PLAN
 3/32" = 1'-0"

GMK
 ASSOCIATES, INC.
 Design/Planning/Construction
 1201 Main Street, Suite 2100
 Columbia, S.C. 29201
 tel. 803-256-0000
 fax 803-255-7243

owner

project name
**Richland County
 Magistrate's
 Offices**
 project number
 17810.00A

title CONCEPTUAL FLOOR PLAN – Option 7
UPPER TOWNSHIP MAGISTRATE FACILITY
 issued for BUDGET UPDATE date 4/3/2018
 from _____
 drawn by _____

UT-2.1.7

Richland County
Hopkins Magistrate Court Facility
New Facility Construction
Schematic Project Design Narrative

April 13, 2018

The building will be a 4,830 sf slab-on-grade, one-story, brick-veneer/hard-coat stucco building with a pitched architectural asphalt shingle roof. Windows, where incorporated, will have sills placed at least 6'-8" above the floor elevation for security. Windows will be thermal, aluminum-frame type. Public entrances will be storefront type with glass entry doors and sidelights. Other exterior doors will be painted hollow metal with hollow metal frames. Exterior glass will be low-e, insulated glass. The building interior spaces will be constructed with gypsum board walls and acoustical ceiling tile ceilings. The finishes will be per Richland County standards. Interior doors will be flush style wood doors with hollow metal frames. Door hardware is to be commercial grade minimum grade 2 hardware. Access controls will be coordinated with the Owner's access control vendor as required. The judges bench, clerk bench, jury box and other built in courtroom furniture will be wood with either painted or stained finish.

The plumbing, mechanical, power, lighting and life safety systems will be designed to meet current Code requirements.

Richland County

Hopkins Magistrate Court Facility

New Facility Construction

Schematic Budget Estimate

April 10, 2018

New Construction Area = 4,830 sf

Sitework, 25 Parking Spaces (Allowance):	\$187,500
Magistrate Facility New Construction:	\$1,055,570
Construction Costs Sub-Total:	<hr/> \$1,243,070
Design Fees (6%):	\$74,585
Design/Construction Contingency (3%):	\$39,530
Design & Construction Costs:	<hr/> <hr/> \$1,357,185

NOTES:

Provide 25 Parking Spaces for Facility.
Facility will be unsprinklered.

*Off-Site Utility Note:

Site is currently not served by utility for Water nor Sewer.
No Construction Costs have been included for Off-Site Utility extensions.

Richland County

Hopkins Magistrate Court Facility

New Facility Construction (4,830 sf)

Schematic Project Development Cost Worksheet

(For Determination of division of Responsibilities)

April 13, 2017

	GMK Responsibility	Owner Responsibility
Hard Costs:		
Exterior Work:		
Sitework Construction <u>Allowance</u> - Clearing, Grading, Drainage, Pavements, On-Site Utilities, Erosion Control, & Landscaping	\$187,500	-
Off-Site Utilities to Property	NIC	By Owner
Unexpected Unsuitable Materials Replacement (Rock, Muck)	NIC	By Owner
Site Lighting Systems & Design	NIC	By Owner
Exterior Signage & Design	NIC	By Owner
Building Construction:		
Building Construction - Structural, Architectural, Mechanical, Plumbing, Electrical & Fire Protection per Code Requirements.	\$1,055,570	-
Hazardous Materials Abatement	N/A	N/A
Mold & Mildew Remediation	N/A	N/A
Fire Pump Systems	N/A	N/A
Intercom, Security, Television & Communication Systems:		
Data, Telephone & Television Wiring; incl. Cable Tray	NIC	By Owner
Computer System Equipment, incl Power Conditioning	NIC	By Owner
Telephone System Equipment	NIC	By Owner
Television System Equipment	NIC	By Owner
Intercom & Paging Systems; Equipment & Wiring (Speakers, etc.)	NIC	By Owner
Security Systems; Equipment & Wiring (Locks, Cameras, etc.)	NIC	By Owner
Teleconference & AV Systems; Equipment & Wiring	NIC	By Owner
Clock Systems; Equipment & Wiring	NIC	By Owner
Furniture, Fixtures & Equipment:		
General Owner FF&E <u>Allowance</u>	NIC	By Owner
Kitchen & Serving Equipment; incl Installation & Design	NIC	By Owner
Residential Equipment; incl Installation (Refrigerators, Microwaves, Ice Machines, etc.)	NIC	By Owner
Television & Monitor Wall Brackets, incl Installation	NIC	By Owner
Paper Towel, Soap, & Toilet Tissue Dispensers, incl Installation	NIC	By Owner
Misc. Storage Shelving	NIC	By Owner
Furniture & Furnishings, incl Installation & Design	NIC	By Owner
Window Treatments & Blinds, incl Installation & Design	NIC	By Owner
Artwork, incl Installation & Design	NIC	By Owner
Office Equipment, incl Installation & Design	NIC	By Owner
Cubicle Curtains & Tracks, incl Installation	NIC	By Owner
Interior Signage, incl Installation	NIC	By Owner
Vending Equipment, incl Installation	NIC	By Owner
Other Hard Costs:		
Total Hard Costs	\$1,243,070	\$0

Soft Costs:

Design Fees (C,S,A,M,E,P & FP)	\$74,585	
Building Permit Fees	Included	
Special Inspections (IBC Chapter 17)	NIC	By Owner
Tap & Impact Fees	NIC	
Builder's Risk Insurance	NIC	
Payment & Performance Bonds	NIC	
Owner's & Contractor's Liability Insurance	NIC	
Construction Loan Interest	NIC	
Construction Loan Fees	NIC	
Traffic Impact Fees	NIC	
Topographic Surveys	NIC	\$6,600
Other Land Related Surveys (Tree Survey or As-Built Survey)	NIC	
Geotechnical & Environmental Studies	NIC	\$3,875
Relocation Of Existing Underground Utilities	NIC	
Title Insurance	NIC	
Legal & Organizational	NIC	
Consultants	NIC	
Cost Segregation Analysis & Support For Same	NIC	
Cost of Electricity After Metered Power Is Provided To Building	NIC	
Initial Land Carrying Cost	NIC	
Other Miscellaneous Soft Costs	NIC	
Contingency	\$0	\$39,530
Total Soft Costs	\$74,585	\$50,005
Total Estimated Project Costs	\$1,317,655	\$50,005

\$1,367,660

See attached accompanying comments

Richland County

Hopkins Magistrate Court Facility

New Facility Construction

Schematic Comments to the Project Development Cost Analysis

April 13, 2018

Items not included in the Schematic Budget, if required, to be furnished by Owner:

Intercom, Security, Television and Communication Systems consists of items such as Intercom Systems, Power Conditioning Equipment, Computer Systems, Paging Systems, Speakers, Security Systems, Security Cameras, Television Monitors, Cable Television Systems, Satellite Television systems, Telephone systems, Teleconferencing systems including cameras and speakers, Cable Tray and Wiring Control Systems, as well as wiring and labor for same.

Furniture, Fixtures and Equipment consists of items such as Window Treatments, Appliances, Kitchen Equipment (Not Only the Kitchen Equipment, but also including Hoods, Ductwork for Hoods, Fans and Fire Suppression for Hoods, Lockers, Soap Dispensers, Clocks, Metal Storage Shelving, Interior and Exterior Signage, Office Equipment, as well as labor for same.

Additional items which may be considered on a project specific basis for inclusion at a later date in the Project Development Cost Analysis are: Fire Pump, the Cost for Excavation/Removal/Replacement of Unsuitable Materials (Rocks, Muck, Etc. – 3000 psi bearing pressure assumed, Site Parking Lot Lighting, Site Landscaping and Irrigation (above Code minimum, Mold and Mildew Remediation, Hazardous Material Abatement, Vending Machines, Tap & Impact Fees, Owner's & Contractor's Liability Insurance, and 3rd Party Special Inspections.

Design fees apply to the civil design for the site work as well as for the architectural and engineering design required for the facility itself. Interior design fees are included for all items installed by GMK per the contract. Examples are carpet, vinyl tile, paint, flooring, doors, hardware for sinks and toilet accessories. Items not included in GMK's contract should have design fees considered in the budget estimate, such as furniture and artwork.

Richland County
Hopkins Magistrate Court Facility
New Facility Construction
Schematic Design List of Inclusions

April 13, 2018

General

Fulltime Field Construction Supervision

Sitework (Allowance) {Provide 25 Parking Spaces}

Site Clearing and Grubbing
Strip/Stockpile/Respread Topsoil
Site Grading (Cut, Fill & Compaction)
Building and Site Improvements Layout
Storm Drainage Piping and Structures to Detention Pond
Potable Water Service (from Utility Main at Property to Building)
Gravity Sanitary Sewer Service (from Building to Utility Main at Property)
Electrical Service (from Utility Transformer to Building)
Concrete Curb and Gutter
Concrete Sidewalks
Handicapped Ramps @ Concrete Sidewalks
Asphalt Paving and Base
Concrete Parking Stops (HC Parking)
Handicapped Parking Signs
Pavement Line Striping and Pavement Markings
Temporary Erosion Control Measures
Grassing for Erosion Control
Temporary Facilities
Site Cleaning
Landscaping (per Ordinance)

Concrete

Building Layout
Foundation Excavation and Backfill
Soil Termite Treatment
Vapor Barrier, Stego Wrap
Reinforcing Bars at Foundations and Turndowns
Wire Mesh or Fiber Reinforcement at Slab on Grade
Perimeter Strip Footing Foundations
Spread Footing Foundations
Perimeter Concrete Turndowns
Concrete Slab on Grade

Slab on Grade Control/Construction Joints
Grouting

Masonry

Brick Ties
Sand and Mortar
CMU Backup @ Foundation Wall below Grade
CMU Blockfill
Face Brick Veneer
Simulated Stone Masonry Accent Bands
Steel Lintels @ Window/Door Openings
ThruWall Flashing & Weeps
Masonry Cleaning
Masonry Control Joints

Metals

Miscellaneous Steel

Carpentry

Wood Stud Framing and Bracing (Exterior and Interior Walls)
Wood Roof Truss Framing and Bracing
Exterior Wall & Roof Sheathing/Decking
Platform and Step Framing @ Courtroom and Judge's Office
Miscellaneous Wood and Metal Blocking and Bridging
Firestopping and Smokestopping
Rough Hardware (Fasteners, Etc.)
Melamine Clad Cabinets and Shelving (Breakrooms)
High Pressure Laminate Countertops (Breakrooms)
Solid Surface Countertops (Bath Vanities & Conference/Jury)
Finish Hardware (Fasteners, etc.)
Special Millwork Judge's Bench (Stain Grade)
Special Millwork Witness/Stenographer Countertop (Stain Grade)
Special Millwork Courtroom Banisters/Railings (Stain Grade)

Thermal and Moisture Protection

Felt Underlayment @ Shingle Roof
Ice & Water Shield Underlayment @ Roof Perimeter and Valleys
Spray Foam Insulation @ New Exterior Walls (per Energy Code)
Spray Foam Insulation @ Roof (per Energy Code)
Sound Batt Insulation at Interior Walls
30 Year Architectural Asphalt Shingle Roofing
Metal Clad Wood Fascia/Frieze Boards
Metal Gutters and Downspouts (at Entry Areas)
Caulking and Sealants

Doors and Windows

- Interior and Exterior Hollow Metal Door Frames
- Exterior Insulation Hollow Metal Doors
- Interior Wood Doors (Stain Grade Birch)
- Aluminum/Glass Storefront Swinging Entry Doors
- Aluminum Framed Exterior Windows with Insulated Glass
- Aluminum Framed Storefront System with Insulated Glass
- Interior Hollow Metal Framed View Windows with Safety Glass (Bullet Proof at Reception Area)
- Finish Hardware (Hinges, Locks, Panic, and Closers was required)
- Glass and Glazing

Finishes

- Hard Coat Stucco on Exterior Gypsum High Walls & Soffit
- Gypsum Board Walls
- Suspended Gypsum Board Ceilings (@ Shower)
- Carpet Tile Flooring (County Standard)
- Luxury Vinyl Tile Flooring (County Standard)
- Rubber Cove Floor Base (County Standard)
- Hard Tile Flooring, Base, and Wall Wainscot (Gang Toilet Rooms & Shower)
- Enamel Paint Interior Walls/Ceilings
- Epoxy Paint Interior Walls (Wet Areas)
- 2 x 2 Acoustical Grid System and Tile (County Standard)

Specialties

- Toilet Accessories (Grab Bars and Mirrors)
- Toilet Partitions and Urinal Screens
- Fire Extinguishers and Cabinets

Mechanical

Plumbing

- Waste and Vent System wdraining to Site Sanitary Sewer System
- Potable Water Riser and Backflow Preventer
- CPVC Water Lines
- PVC Waste Piping Above and Below Grade
- Stainless Steel Sinks @ Casework, Large @ Breakroom/Conference
- Integral Solid Surface Sinks @ Bath Vanities
- Vitreous China Wall Lavatory Sinks
- Vitreous China Water Closets, Tank Type
- Vitreous China Urinals
- Cast Stone Janitor Mop Sink
- Shower Head Fixture & Drain
- Water Box Fixture @ Break Room
- Finish Trim wFaucets, Etc.
- Electric Water Heater

Water Cooler, ADA

Heating, Ventilation and Cooling System

HVAC Temperature Requirements to meet all applicable Codes

Design Temperature is Standard 95° Outside/75° Inside

New DX Split System HVAC Units (15 Tons AC)

Sheetmetal & Flex Ductwork

Exhaust Fans

Fire Dampers

Hangers and Supports

Mechanical Insulation

Duct Accessories

HVAC Controls

Testing and Balancing

Electrical

3 Phase Service

Distribution Panels

Power Wiring and Circuitry

Switches, Receptacles and Cover plates

2x4 Lighting Fixtures (LED Lamps)

Fluorescent or LED Recessed Can Lighting Fixtures

Exterior Wall Packs for Site Safety Lighting

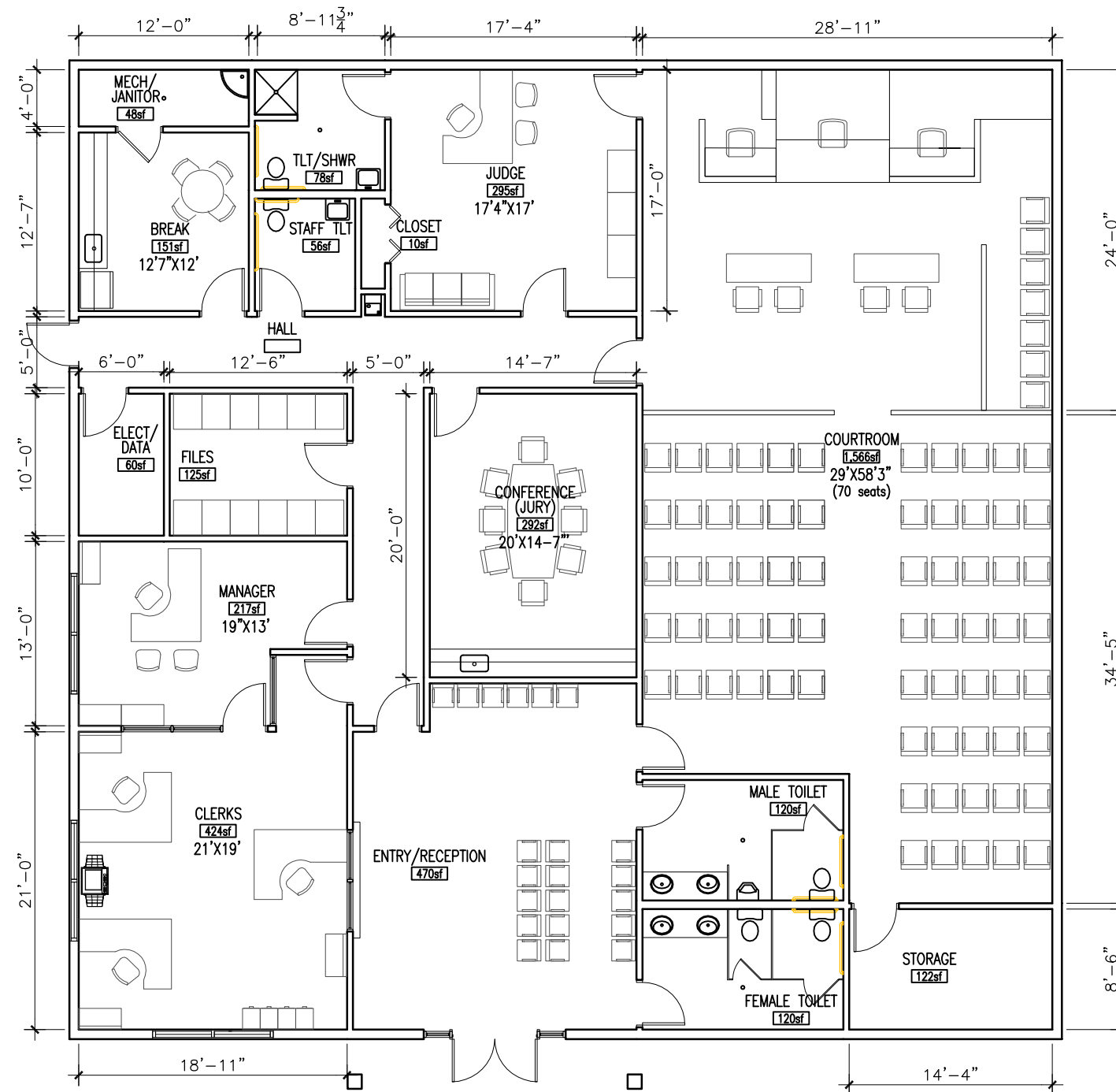
Exit Lights

Emergency Lighting (to meet Life Safety Regulations)

Back Boxes and Conduit for Telephone, Data, and Television to above ceiling (Cable

Tray, Wiring and System Equipment by Others)

Fire Alarm System (to meet Life Safety Regulations)



4,830 GSF

FLOOR PLAN

3/32" = 1'-0"

GMK
ASSOCIATES, INC.
Design/Planning/Construction
1201 Main Street, Suite 2100
Columbia, S.C. 29201
tel. 803-256-0000
fax 803-255-7243

owner



project name
**Richland County
Magistrate's
Offices**
project number
17810.00A

title CONCEPTUAL FLOOR PLAN - Option 7
MAGISTRATE FACILITY
issued for BUDGET UPDATE date 4/3/2018
from _____
drawn by _____ **H-2.1.7**

Consolidated Evaluations			
Evaluation Criteria RC-035-Q-2017 Design-Build for Magistrate's Offices	Maximum Percentage	GMK Associates Inc.	Solid Structures
Capability with Relevant Experience	30		
Evaluator 1		28	20
Evaluator 2		29	15
Evaluator 3		25	0
	90	82	35
Relevant Project Experience	25		
Evaluator 1		25	16
Evaluator 2		23	10
Evaluator 3		25	10
	75	73	36
Responsiveness of Submittal	25		
Evaluator 1		22	22
Evaluator 2		25	15
Evaluator 3		20	10
	75	67	47
Financial Informaiton	20		
Evaluator 1		18	20
Evaluator 2		20	18
Evaluator 3		5	20
	60	43	58
GRANDTOTAL	300	265	176

DRAFT AIA® Document A141™ – 2014

Exhibit A

Design-Build Amendment

GMP VERSION

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the «→Twenty-third» day of «→August» in the year «→Two Thousand Seventeen» (the “Agreement”) (In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Richland County Magistrate’s Offices – County Wide Improvements
Richland County, SC «DB Master Templates»
«→»

THE OWNER:

(Name, legal status and address)

Richland County
2020 Hampton Street
Columbia, SC 29201
«→»
«→»

THE DESIGN-BUILDER:

(Name, legal status and address)

GMK Associates Design-Build Division, Inc.
1201 Main Street
Suite 2100
Columbia, SC 29201
«→»
«→»

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 MISCELLANEOUS PROVISIONS

ARTICLE A.1 CONTRACT SUM

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[] Stipulated Sum, in accordance with Section A.1.2 below

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum for Design Services and ~~Construction~~, Construction, subject to authorized adjustments as provided in the Design-Build Documents, is as follows:

§ A.1.2.1.1 Design Services. For the Design-Builder's performance of the Work as described in Section 4.1 of the Agreement, the Owner shall pay the Design-Builder in current funds the amount of:

§ A.1.2.1.2 Construction. The Stipulated Sum for Construction shall be ().

§ A.1.2.2 The Stipulated Sum is guaranteed by the Design-Builder not to exceed the above-stated amount, subject to additions and deductions by changes in the work as provided in the final design-build documents. Such maximum sum is referred to in the Design-Build documents as the Guaranteed Maximum Price. Reasonably expected costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ A.1.2.3 The Stipulated Sum will be converted to a Lump-Sum Price at the conclusion of the Construction Documents and be incorporated into this Agreement by Amendment.

§ A.1.2.4 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.2.5 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A.1.2.6 Allowances, if any, are as follows:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)

Allowance	Amount (\$ 0.00)	Included Items
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A1.2.7 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

§ A.1.3 Payments

§ A.1.3.1 Progress Payments

§ A.1.3.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.3.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ A.1.3.1.3 Provided that an Application for Payment is received not later than the «first» day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the «fifteenth» day of the «same» month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than «fifteen» («15») days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.3.1.4 With each Application for Payment the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.3.1.5 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.3.1.6 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.3.1.7 In the event that the Owner's Lender engages the services of an independent inspection service for the payment application approval process, the Design-Builder has the right to approve the firm or individual selected to perform the inspection services.

§ A.1.3.2 Progress Payments—Stipulated Sum

§ A.1.3.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.3.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «zero» percent («0» %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 5.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «zero» percent («0» %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 8.4 of the Agreement.

§ A.1.3.2.3 The progress payment amount determined in accordance with Section A.1.3.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 8.7.5 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 8.9.3 of the Agreement.

§ A.1.3.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.3.2.2.1 and A.1.3.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

« »

§ A.1.3.3 Final Payment

§ A.1.3.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 8.9 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than « » (« ») days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

« »

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

<< >>

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

<< >>

§ A.3.1.5 Design-Builder's assumptions and clarifications:

<< >>

§ A.3.1.6 Deviations from the Project Criteria as adjusted by a Modification:

<< >>

§ A.3.1.7 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

<< >>

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

Project Manager

<< >>

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

<< >>

ARTICLE A.5 MISCELLANEOUS PROVISIONS

§ A.5.1 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to

furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

Richland County

GMK Associates Design-Build Division, Inc.

OWNER *(Signature)*

« »« »

(Printed name and title)

DESIGN-BUILDER *(Signature)*

Thomas P. Monahan, Chairman/Treasurer

(Printed name and title)

DRAFT AIA® Document A141™ - 2014

Standard Form of Agreement Between Owner and Design-Builder

GMP VERSION

AGREEMENT made as of the «→Twenty-third day of «→August in the year «→Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

Richland County
2020 Hampton Street
Columbia, SC 29201
«→«→
«→
«→
«→

and the Design-Builder:
(Name, address and other information)

GMK Associates Design-Build Division, Inc.
1201 Main Street
Suite 2100
Columbia, SC 29201
«→«→
«→
«→
«→

for the following Project:
(Name, location and detailed description)

Richland County Magistrate's Offices – County Wide Improvements
Richland County, SC «DB Master Templates»
«→
«→

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Project Criteria set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

« »

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§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« »

§ 1.1.4 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

« »

§ 1.1.5 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

« »

.2 Submission of Design-Builder Proposal:

« »

.3 Phased completion dates:

« »

.4 Substantial Completion date:

« »

.5 Other milestone dates:

« »

§ 1.1.6 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

« »

§ 1.1.7 The Design-Builder shall confirm that the information included in the Project Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.7.1 If the Project Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.8 If there is a change in the Project Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

§ 1.1.9 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 6.1.1:

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(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.2 The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s Submittals are as follows:
(List name, address and other information.)

« »

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 2.1.2:
(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.4 Neither the Owner’s nor the Design-Builder’s representative shall be changed without ten days’ written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 13.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 13.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)
- « »

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the “Agreement”); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 General

§ 2.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

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§ 2.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 2.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 2.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 2.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

§ 2.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 2.1.5 **General Consultation.** Upon the Owner's request the Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 2.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 2.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 2.1.8 **Progress Reports** The Design-Builder shall keep the Owner informed of the progress and quality of the Work.

§ 2.1.9 Design-Builder's Schedules

§ 2.1.9.1 The Design-Builder shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 2.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 2.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall

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not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 2.1.11 Design-Builder's Submittals

§ 2.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 2.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 2.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 2.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 2.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 2.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, related to the Work, shall bear the Design-Builder's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 2.1.13 Royalties, Patents and Copyrights

§ 2.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 2.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 2.1.14 Indemnification

§ 2.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but

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not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.1.14.

§ 2.1.14.2 The indemnification obligation under this Section 2.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 2.1.15 Contingent Assignment of Agreements

§ 2.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Section 12.1.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 2.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 2.1.15.3 Upon such assignment to the Owner under this Section 2.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 2.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 3.

ARTICLE 3 INSURANCE AND BONDS

§ 3.1 General. The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Article 3. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 3.2 Design Builder's Insurance and Bonds

§ 3.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 10.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ 3.2.1.1 Commercial General Liability with policy limits of not less than ~~One Million Dollars~~ (\$ ~~1,000,000~~) for each occurrence and ~~Two Million Dollars~~ (\$ ~~2,000,000~~) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and

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.5 contractual liability applicable to the Design-Builder's obligations under Section 2.1.14 of the Agreement.

§ 3.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than ~~«→One Million Dollars (\$ «→1,000,000)~~ per claim and ~~«→One Million Dollar (\$ «→1,000,000)~~ in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 3.2.1.2, along with any other statutorily required automobile coverage.

§ 3.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 3.2.1.1 and 3.2.1.2.

§ 3.2.1.4 Workers' Compensation at statutory limits.

§ 3.2.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~« » (\$ « »)~~ per claim and ~~« » (\$ « »)~~ in the aggregate.

§ 3.2.1.6 Pollution Liability covering performance of the Work, with policy limits of not less than ~~« » (\$ « »)~~ per claim and ~~« » (\$ « »)~~ in the aggregate.

§ 3.2.1.6.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections 3.2.1.5 and 3.2.1.6, with combined policy limits that are not less than ~~«→Two Million Dollars (\$ «→2,000,000)~~ per claim and ~~«→Five Million Dollar (\$ «→5,000,000)~~ in the aggregate.

§ 3.2.1.7 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article 3.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 3.2.1.8 Additional Insured Obligations. Upon request the Owner be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ 3.2.1.9 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 3.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 8.9.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 3.2.1. If requested the certificates will show the Owner as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ 3.2.2 Performance Bond and Payment Bond

§ 3.2.2.1 If requested by the Owner the Design-Builder shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)

§ 3.2.2.2 If requested, the cost of the Performance and Payment Bonds will be paid by the Owner.

§ 3.2.2.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 3.3 Owner's Insurance

§ 3.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 3.3.2 Property Insurance

§ 3.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 8.7 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section 3.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 10.2.2 of the Agreement.

§ 3.3.2.1.1 The insurance required under Section 3.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ 3.3.2.1.2 If the insurance required under Section 3.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 3.3.2.1.3 The insurance required under Section 3.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 3.3.2.1.4 Partial occupancy or use in accordance with Section 8.8 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section 3.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 3.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, required by the Design-Build Documents or by law. This insurance shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section 3.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ 3.3.2.3 If the Owner does not intend to purchase the insurance required under Sections 3.3.2.1 and 3.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

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§ 3.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Article 3.

§ 3.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 3.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 3.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section 3.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article 3.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 3.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 4.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 3.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 4.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 3.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 3.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ 3.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 5 of the Agreement.

§ 3.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 3.4 Special Terms and Conditions

Special terms and conditions that modify this Insurance and Bonds Article 3, if any, are as follows:

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ARTICLE 4 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 Construction Documents

§ 4.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 4.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 4.2 Construction

§ 4.2.1 **Commencement.** Except as permitted in Section 4.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 4.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 4.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 4.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 4.3 Labor and Materials

§ 4.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 4.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 5.

§ 4.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 4.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 4.5 Permits, Fees, Notices and Compliance with Laws

§ 4.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

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§ 4.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 4.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 13.

§ 4.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 13.

§ 4.6 Allowances

§ 4.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 4.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 4.6.2.1 and (2) changes in Design-Builder's costs under Section 4.6.2.2.

§ 4.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 4.7 Key Personnel, Contractors and Suppliers

§ 4.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 4.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 8.9.2 as a record of the Work as constructed.

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§ 4.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 4.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 4.11 Cleaning Up

§ 4.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 4.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 4.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 4.13 Construction by Owner or by Separate Contractors

§ 4.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 4.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 13.

§ 4.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 4.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 4.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 4.14 Mutual Responsibility

§ 4.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 4.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate

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contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 4.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 4.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 9.2.5.

§ 4.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 4.10.

§ 4.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 General

§ 5.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 5 and elsewhere in the Design-Build Documents.

§ 5.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 5.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 5.2 Change Orders

§ 5.2.1 A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum ; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 5.2.2 If the Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design-Builder for any costs incurred for estimating services, design services or preparation of proposed revisions to the Design-Build Documents.

§ 5.3 Change Directives

§ 5.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum, and Contract Time being adjusted accordingly.

§ 5.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 5.3.3 If the Change Directive provides for an adjustment to the Contract Sum the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 5.3.7.

§ 5.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 5.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 5.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 5.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 5.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 5.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 5.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 5.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 13.

§ 5.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 General

§ 6.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 6.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 6.2 Information and Services Required of the Owner

§ 6.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 6.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. The Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 6.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 6.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 6.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 6.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 6.2.7 The Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 6.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 6.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 6.2.10 The Owner shall purchase and maintain insurance as set forth in Article 3.

§ 6.3 Submittals

§ 6.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 2.1.11, 2.1.12, and 4.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 6.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 6.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 6.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 6.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 14.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 6.7 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 10.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 4.13.1.3.

§ 6.8 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 7 TIME

§ 7.1 Progress and Completion

§ 7.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

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§ 7.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 7.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 7.2 Delays and Extensions of Time

§ 7.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 7.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 13.

§ 7.2.3 This Section 7.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 8 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 8.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 8.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 8.3 Applications for Payment

§ 8.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 8.3.1.1 As provided in Section 5.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 8.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 8.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 8.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further

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warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 8.4 Decisions to Withhold Certification

§ 8.4.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder in writing, within seven days after receipt of the Design-Builder's Application for Payment. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 8.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 8.4.3 If the Owner withholds certification for payment under Section 9.4.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 8.5 Progress Payments

§ 8.5.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 8.5.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 8.5.3 The Owner shall have no obligation to pay or to see to the payment of money to a Contractor except as may otherwise be required by law.

§ 8.5.4 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Section 8.5.2.

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§ 8.5.5 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 8.5.6 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 8.6 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 8.7 Substantial Completion

§ 8.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 8.7.1.1 Upon receipt of the Certificate of Occupancy from the Local Authority (temporary or final) and upon acceptance of the building by the Healthcare Facility Construction Division of the State Governing Authority, the building shall be deemed substantially complete. Inspections and approval by the Center for Medicare and Medicaid Services Health Facilities Construction Division, Licensing and Certification is the responsibility of the Owner.

§ 8.7.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 8.7.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 8.7.4 Prior to issuance of the Certificate of Substantial Completion, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 8.7.5 A Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 8.8 Partial Occupancy or Use

§ 8.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is

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consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 8.7.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 8.8.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 8.8.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 8.9 Final Completion and Final Payment

§ 8.9.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 8.9.2, promptly issue a final Certificate for Payment.

§ 8.9.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 8.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 8.9.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 8.9.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

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ARTICLE 9 PROTECTION OF PERSONS AND PROPERTY

§ 9.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 9.2 Safety of Persons and Property

§ 9.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 9.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 9.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 9.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 9.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 9.2.1.2 and 9.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 9.2.1.2 and 9.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.2.14.

§ 9.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 9.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 9.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 9.3 Hazardous Materials

§ 9.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon

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recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 9.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 9.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 9.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 9.3.4 The Owner shall not be responsible under this Section 9.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner. The Owner shall be responsible for materials or substances required by the Owner, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 9.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 9.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 9.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 9.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 10 UNCOVERING AND CORRECTION OF WORK

§ 10.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 10.2 Correction of Work

§ 10.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 10.2.2 After Substantial Completion

§ 10.2.2.1 In addition to the Design-Builder's obligations under Section 2.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 8.8.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 6.8.

§ 10.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 10.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 10.2.

§ 10.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 10.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 10.2.5 Nothing contained in this Section 10.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 10.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 10.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 11 COPYRIGHTS AND LICENSES

§ 11.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed

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as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

ARTICLE 12 TERMINATION OR SUSPENSION

§ 12.1 Termination or Suspension Following Execution of the Design-Build Amendment

§ 12.1.1 Termination by the Design-Builder

§ 12.1.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 6.2.7.

§ 12.1.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 12.1.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 12.1.1.3 If one of the reasons described in Section 12.1.1.1 or 12.1.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 12.1.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 12.1.1.3.

§ 12.1.2 Termination by the Owner For Cause

§ 12.1.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .2 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 12.1.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 2.1.15; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 12.1.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 12.1.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 12.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 12.1.3 Suspension by the Owner for Convenience

§ 12.1.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 12.1.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 12.1.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 12.1.4 Termination by the Owner for Convenience

§ 12.1.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 12.1.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 12.1.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 13 CLAIMS AND DISPUTE RESOLUTION

§ 13.1 Claims

§ 13.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 13.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 9 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 13.1.2.

§ 13.1.3 Notice of Claims

§ 13.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 13.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 8.9.4 or 8.9.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 13.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 13.2.1 shall not apply.

§ 13.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 8.6 and Article 12, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 13.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 9.4.

§ 13.1.6 Claims for Additional Time

§ 13.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 13.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 13.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 12. Nothing contained in this Section 13.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 13.2 Initial Decision

§ 13.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 9.3 and 9.4 of the Agreement and Sections 3.3.2.9 and 3.3.2.10, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 13.2.2 Procedure

§ 13.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 13.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 13.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 13.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 13.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 13.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 13.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 13.2.6.1.

§ 13.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 13.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 13.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 13.3 Mediation

§ 13.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 8.9.4, 8.9.5, and 13.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 13.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 13.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 13.4 Arbitration

§ 13.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 13.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 13.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 13.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 13.4.4 Consolidation or Joinder

§ 13.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 13.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 13.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 13.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 13.4.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 14.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 14.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 2.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 14.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or

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certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 14.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 14.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 14.5 Tests and Inspections

§ 14.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 14.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 14.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 14.5.3, shall be at the Owner's expense.

§ 14.5.3 If such procedures for testing, inspection or approval under Sections 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 14.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 14.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 14.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 14.6.1.

§ 14.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 14.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 14.8 Interpretation

§ 14.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 14.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed

.6 Other:

« »

This Agreement entered into as of the day and year first written above.

Richland County

GMK Associates Design-Build Division, Inc.

Formatted: Font: Arial Narrow, Bold

OWNER (Signature)

« »

(Printed name and title)

DESIGN-BUILDER (Signature)

Thomas P. Monahan, Chairman/Treasurer

(Printed name and title)



2020 Hampton Street • Room 3063A
Columbia, SC 29204
(803) 576-2083

October 17, 2017

The Honorable Donald Simons
Richland County Council

Dear Chief Judge Simons and Members of Council:

Richland County Conservation Commission (RCCC) has been informed that a parcel of county-owned land on Lower Richland Blvd. and Air Base Road is a likely candidate for the new Hopkins Magistrate's office.

Since RCCC is charged with promoting passive, outdoor, nature-based recreation and promoting tourism that emphasizes the natural, cultural, and historical resources of the county, the Commission undertook the development of a plan for Lower Richland Tourism. The goal is to create a sustainable, inclusive tourism economy that builds on and strengthens local nature and heritage assets. The plan focuses particular attention on two large county-owned properties – Mill Creek and Cabin Branch. Draft recommendations for the Cabin Branch tracts, of which the parcel of interest is included, call for developing a framework for agritourism and nature-based tourism due to the agricultural lands on and surrounding the tract and the riparian areas of Cabin Branch. In addition to trails, trailheads, and interpretive signage for the tracts, the draft concept plan calls for a farm-to-table restaurant on the parcel at Lower Richland Blvd. and Air Base Road (# 6 on the attached map). The draft recommends:

The County should incentivize local Lower Richland-based entrepreneurs to develop and operate a farm-to-table restaurant on site that both complements the nature/agricultural interpretive trails on the rest of the Cabin Branch property, and also provides economic benefit for the local economy by providing a food service for visitors that features food grown in Lower Richland.

The consultant's proposal meshes well with the agricultural and rural center recommendations in the Lower Richland Master Plan.

The parcel is a 33-acre site with a fallow ag field, wetlands, and a mixed pine/hardwood stand of trees. RCCC believes there is room for both the magistrate's office and a restaurant if they are sensitively located and low impact development (LID) practices are used to manage stormwater. EPA describes LID as "an approach to land development that works with nature to manage stormwater as close to its source as possible" with the goal of protecting water quality. There are several practices or techniques for LID, some of which were implemented at Richland County Decker Center. Rain gardens and bioretention cells collect runoff, allowing it to infiltrate into the soil or leave the site cleaner. Permeable pavement allows stormwater to filter through the parking surface to the underlying soil. Vegetated rooftops are another option.

Conserving Richland County's Natural and Historic Legacy

Staff of the Conservation and Stormwater Divisions would be happy to work with you on planning/site design work for a new magistrate's office with the goal of preserving room for a potential farm-to-table restaurant, protecting wetlands, and minimizing stormwater runoff through LID practices.

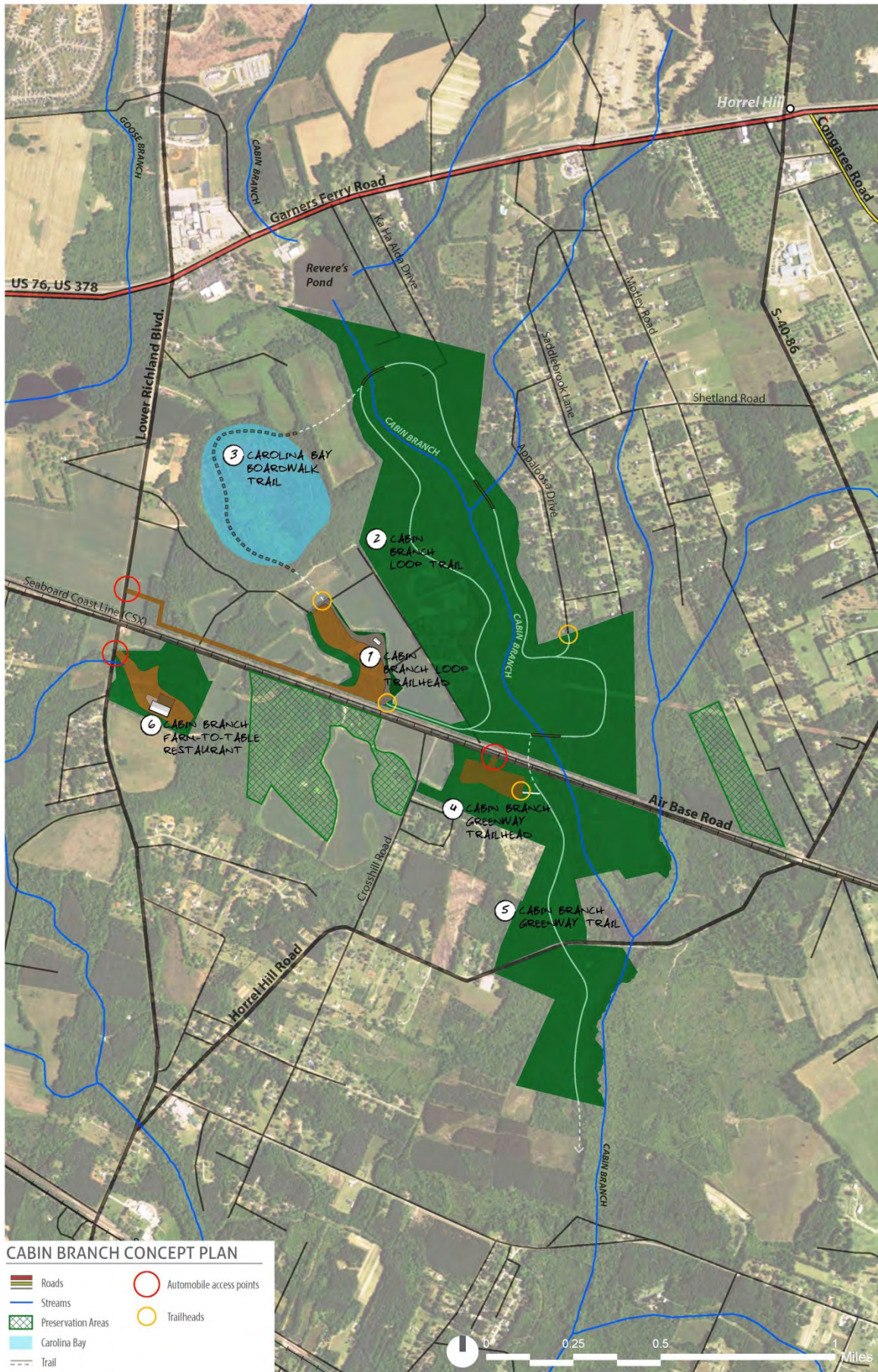
Please let us know what further information would be helpful and how we can work together.

Sincerely,



Carol Kososki,
RCCC Chair

CC: County Administrator Gerald Seals
Synithia Williams, Stormwater Division Manager



Conserving Richland County's Natural and Historic Legacy



17. **REPORT OF THE ADMINISTRATION & FINANCE COMMITTEE**

- a. Approval to negotiate and enter into a Design/Build Contract for Two Magistrate offices – Mr. Malinowski stated the question was divided on this item in committee and a vote taken on each of the magistrate’s offices, so that one would not hold up the other if there were some glitch. Therefore, they need to be voted on individually here.

Ms. Kennedy inquired if we are referring to the magistrate’s office in the Northeast section.

Mr. Malinowski stated he is referring to both of the offices. We can vote on both of them together, but ensure they are divided out.

Mr. N. Jackson stated, for clarification, the motion is to vote on them together, but they need to be divided out. He requested Mr. Malinowski to explain.

Upper Township Magistrate Office – Mr. Malinowski moved, seconded by Ms. McBride, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Hopkins Magistrate Office – Mr. Malinowski moved, seconded by Ms. McBride, to approve this item.

Mr. N. Jackson stated while he supports the Hopkins Magistrate’s Office he wants to make sure the community is aware that a courthouse will be placed in front of their neighborhood and there is some community input or discussion.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

18. **REPORT OF RULES & APPOINTMENTS COMMITTEE**19. **NOTIFICATION OF VACANCIES**

- a. Accommodations Tax – Five (5) Vacancies (One applicant must have a background in the Cultural Industry; Three applicants must have a background in the Hospitality Industry; One is an at-large seat)
- b. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from the Restaurant Industry)
- c. Employee Grievance Committee – Three (3) Vacancies (MUST be a Richland County employee)
- d. Business Service Center Appeals Board – One (1) Vacancy (Applicant must be an attorney)

Regular Session

May 1, 2018

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AIA[®] Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

GMP VERSION

AGREEMENT made as of the Eleventh day of June in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

Richland County
2020 Hampton Street
Columbia, SC 29201


and the Design-Builder:
(Name, address and other information)

GMK Associates Design-Build Division, Inc.
1201 Main Street
Suite 2100
Columbia, SC 29201

for the following Project:
(Name, location and detailed description)

Richland County Magistrate's Offices
New Hopkins Facility, Lower Richland Blvd.
Richland County, SC

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS: 
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 3 INSURANCE AND BONDS
- 4 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 CHANGES IN THE WORK
- 6 OWNER'S RESPONSIBILITIES
- 7 TIME
- 8 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 9 PROTECTIONS OF PERSONS AND PROPERTY
- 10 UNCOVERING AND CORRECTION OF WORK
- 11 COPYRIGHTS AND LICENSES
- 12 TERMINATION OR SUSPENSION
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- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Project Criteria set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Per the attached Guaranteed Maximum Price (GMP) Package dated June 11, 2018.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

New Hopkins Facility, Lower Richland Blvd. TMS#: R21700-03-29.

§ 1.1.4 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

New Hopkins Facility, Lower Richland Blvd. = \$1,357,185.

§ 1.1.5 The Owner's design and construction milestone dates:

- .1 Design phase milestone dates:
- .2 Submission of Design-Builder Proposal:
- .3 Phased completion dates:
- .4 Substantial Completion date:
- .5 Other milestone dates:

§ 1.1.6 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.7 The

(Paragraphs deleted)

Design-Builder shall confirm that the information included in the Project Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.7.1 If the Project Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.8

(Paragraphs deleted)

If there is a change in the Project Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

§ 1.1.9

(Paragraphs deleted)

If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

(Paragraphs deleted)

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 6.1.1:

(List name, address and other information.)

Dr. Sandra Yudice, Assistant County Administrator

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

Mr. Hayden Davis, Project Manager, Operational Services

Mr. Randy Pruitt, Director, Operational Services

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 2.1.2:

(List name, address and other information.)

Ryan S. McCormick, PE
GMK Associates Inc., Design-Build Division
1201 Main Street, Suite 2100
Columbia, SC 29201
Work Phone: (803) 256-0000
Cell Phone: (803)269-4229

§ 1.2.4

(Paragraphs deleted)

Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

(Paragraph deleted)

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 13.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 13.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

(Paragraphs deleted)

ARTICLE 2 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 General

§ 2.1.1

(Paragraphs deleted)

The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 2.1.2 The

(Paragraphs deleted)

Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

(Table deleted)

(Paragraph deleted)

§ 2.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 2.1.3.1

(Paragraphs deleted)

The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 2.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

§ 2.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 2.1.5 General Consultation. Upon the Owner's request the Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 2.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals.

§ 2.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 2.1.8 Progress Reports. The Design-Builder shall keep the Owner informed of the progress and quality of the Work.

§ 2.1.9 Design-Builder's Schedules

§ 2.1.9.1 The Design-Builder shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 2.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 2.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 2.1.11 Design-Builder's Submittals

§ 2.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 2.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 2.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 2.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 2.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 2.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, related to the Work, shall bear the Design-Builder's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered

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defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 2.1.13 Royalties, Patents and Copyrights

§ 2.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 2.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 2.1.14 Indemnification

§ 2.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.1.14.

§ 2.1.14.2 The indemnification obligation under this Section 2.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 2.1.15 Contingent Assignment of Agreements

§ 2.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Section 12.1.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 2.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 2.1.15.3 Upon such assignment to the Owner under this Section 2.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 2.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 3.

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ARTICLE 3 INSURANCE AND BONDS

§ 3.1 General. The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Article 3. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 3.2 Design Builder's Insurance and Bonds

§ 3.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance written by insurers admitted to doing business in South Carolina . Each insurer shall have a Best rating of A, VII or higher. All deductibles and retentions for the policies are to be paid by Design-Builder. A breach of any insurance requirement shall be material. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 10.2.2.1 of the Agreement, unless a different duration is stated below: *(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ 3.2.1.1 Commercial General Liability with policy on an occurrence basis with limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate providing coverage for claims including:

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 2.1.14 of the Agreement.

The policy shall provide that this policy is primary over any other Owner insurance or self-insurance, even if the policy asserts it is excess, secondary or contingent.

§ 3.2.1.2 Business Automobile coverage for bodily injury and property damage covering vehicles owned and leased by the Design-Builder and non-owned and hired vehicles used by the Design-Builder with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and usage of those motor vehicles specified in this Section 3.2.1.2, along with any other statutorily required automobile coverage.

§ 3.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 3.2.1.1 and 3.2.1.2.

§ 3.2.1.4 Workers' Compensation and employer's liability insurance in accordance with the laws of the State of South Carolina . "Other States" coverage is not sufficient.

§ 3.2.1.5 Professional Liability Insurance, which may be on a claims-made basis, covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$1,000,000) per act, error or omission, One Million Dollars (\$1,000,000) in the aggregate, and have a One Million Dollars (\$1,000,000) limit for completed operations extending at least two (2) years beyond completion of the project as minimum coverage. Policy shall clearly state any retroactive coverage date.

§ 3.2.1.6 Pollution Liability covering performance of the Work, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 3.2.1.6.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections 3.2.1.5 and 3.2.1.6, with combined policy limits that are not less than Two Million Dollars (\$ 2,000,000) per claim and Five Million Dollar (\$ 5,000,000) in the aggregate.

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User Notes:

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§ 3.2.1.7 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article 3.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 3.2.1.8 **Additional Insured Obligations.** Upon request the Owner be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ 3.2.1.9 **Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 3.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 8.9.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 3.2.1. If requested the certificates will show the Owner as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ 3.2.1.10 The Design-Builder shall require any subcontractor or sub-subcontractor not insured by Design-Builder to meet the State of South Carolina's requirements for vehicle liability and worker's compensation. They shall also meet the Owner's requirements for general liability insurance. They shall be required to provide the Owner certification of coverage.

§ 3.2.2 Performance Bond and Payment Bond

§ 3.2.2.1 If requested by the Owner the Design-Builder shall provide surety bonds as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

(Paragraphs deleted)

§ 3.2.2.2 If requested, the cost of the Performance and Payment Bonds will be paid by the Owner.

(Paragraph deleted)

§ 3.2.2.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(Paragraphs deleted)

§ 3.3 Owner's Insurance

§ 3.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

(Paragraph deleted)

§ 3.3.2 Property Insurance

§ 3.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build

Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 8.7 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section 3.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 10.2.2 of the Agreement.

§ 3.3.2.1.1 The insurance required under Section 3.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

(Paragraph deleted)

§ 3.3.2.1.2 If the insurance required under Section 3.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

(Paragraph deleted)

§ 3.3.2.1.3 The insurance required under Section 3.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 3.3.2.1.4 Partial occupancy or use in accordance with Section 8.8 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section 3.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

(Paragraph deleted)

§ 3.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, required by the Design-Build Documents or by law. This insurance shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section 3.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

(Paragraph deleted)

§ 3.3.2.3 If the Owner does not intend to purchase the insurance required under Sections 3.3.2.1 and 3.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

(Paragraph deleted)

§ 3.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Article 3.

(Paragraphs deleted)

§ 3.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 3.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

(Paragraph deleted)

§ 3.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section 3.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article 3.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

(Paragraphs deleted)

§ 3.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 4.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 3.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 4.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(Paragraphs deleted)

§ 3.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 3.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

(Paragraph deleted)

§ 3.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 5 of the Agreement.

(Paragraph deleted)

§ 3.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

(Paragraphs deleted)

§ 3.4 Special Terms and Conditions

Special terms and conditions that modify this Insurance and Bonds Article 3, if any, are as follows:

(Paragraph deleted)

ARTICLE 4 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

(Paragraphs deleted)

§ 4.1 Construction Documents

(Paragraphs deleted)

§ 4.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 4.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

(Paragraph deleted)

§ 4.2 Construction

§ 4.2.1 Commencement. Except as permitted in Section 4.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 4.2.2

(Paragraphs deleted)

If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 4.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 4.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 4.3 Labor and Materials

§ 4.3.1

(Paragraphs deleted)

Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 4.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 5.

§ 4.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 4.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 4.5 Permits, Fees, Notices and Compliance with Laws

§ 4.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 4.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 4.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 13.

§ 4.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 13.

§ 4.6 Allowances

§ 4.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 4.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 4.6.2.1 and (2) changes in Design-Builder's costs under Section 4.6.2.2.

§ 4.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

Init.

§ 4.7 Key Personnel, Contractors and Suppliers

§ 4.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 4.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 8.9.2 as a record of the Work as constructed.

§ 4.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

(Paragraphs deleted)

§ 4.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

(Paragraph deleted)

§ 4.11 Cleaning Up

(Paragraph deleted)

§ 4.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

(Paragraph deleted)

§ 4.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 4.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 4.13 Construction by Owner or by Separate Contractors

§ 4.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 4.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 13.

§ 4.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 4.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate

with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 4.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 4.14 Mutual Responsibility

§ 4.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 4.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 4.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 4.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 9.2.5.

§ 4.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 4.10.

§ 4.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 General

§ 5.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 5 and elsewhere in the Design-Build Documents.

§ 5.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

(Paragraph deleted)

§ 5.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 5.2 Change Orders

§ 5.2.1 A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

Init.

§ 5.2.2 If the Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design-Builder for any costs incurred for estimating services, design services or preparation of proposed revisions to the Design-Build Documents.

(Paragraphs deleted)

§ 5.3 Change Directives

§ 5.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum, and Contract Time being adjusted accordingly.

§ 5.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 5.3.3 If the Change Directive provides for an adjustment to the Contract Sum the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 5.3.7.

(Paragraphs deleted)

§ 5.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

(Paragraph deleted)

§ 5.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

(Paragraphs deleted)

§ 5.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 5.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 5.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 5.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

(Paragraph deleted)

§ 5.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

(Paragraphs deleted)

§ 5.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 13.

(Paragraphs deleted)

§ 5.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 6 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

§ 6.1 General

§ 6.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 6.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within thirty (30) days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

(Paragraphs deleted)

§ 6.2 Information and Services Required of the Owner

(Paragraphs deleted)

§ 6.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 6.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. The Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 6.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 6.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 6.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

Init.

§ 6.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 6.2.7 The Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 6.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 6.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 6.2.10 The Owner shall purchase and maintain insurance as set forth in Article 3.

§ 6.3 Submittals

§ 6.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 2.1.11, 2.1.12, and 4.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 6.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 6.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 6.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 6.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 14.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good

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faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 6.7 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 10.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 4.13.1.3.

§ 6.8 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 7 TIME

§ 7.1 Progress and Completion

§ 7.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 7.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 7.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 7.2 Delays and Extensions of Time

(Paragraph deleted)

§ 7.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

(Paragraph deleted)

§ 7.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 13.

§ 7.2.3 This Section 7.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

(Paragraph deleted)

ARTICLE 8 PAYMENT APPLICATIONS AND PROJECT COMPLETION

(Paragraph deleted)

§ 8.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 8.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

(Paragraph deleted)

§ 8.3 Applications for Payment

§ 8.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 8.3.1.1 As provided in Section 5.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

(Paragraph deleted)

§ 8.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

(Paragraph deleted)

§ 8.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

(Paragraph deleted)

§ 8.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

(Paragraph deleted)

§ 8.4 Decisions to Withhold Certification

(Paragraphs deleted)

§ 8.4.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder in writing, within ten (10) business days after receipt of the Design-Builder's Application for Payment. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a

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Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

(Paragraphs deleted)

§ 8.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraphs deleted)

§ 8.4.3 If the Owner withholds certification for payment under Section 9.4.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 8.5 Progress Payments

(Paragraph deleted)

§ 8.5.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

(Paragraph deleted)

§ 8.5.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

(Paragraphs deleted)

§ 8.5.3 The Owner shall have no obligation to pay or to see to the payment of money to a Contractor except as may otherwise be required by law.

(Paragraph deleted)

§ 8.5.4 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Section 8.5.2.

(Paragraphs deleted)

§ 8.5.5 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

(Paragraphs deleted)

§ 8.5.6 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be

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placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 8.6 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon ten (10) additional business days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 8.7 Substantial Completion

§ 8.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 8.7.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 8.7.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 8.7.4 Prior to issuance of the Certificate of Substantial Completion, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 8.7.5 A Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 8.8 Partial Occupancy or Use

(Paragraphs deleted)

§ 8.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 8.7.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

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§ 8.8.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 8.8.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

(Paragraph deleted)

§ 8.9 Final Completion and Final Payment

(Paragraph deleted)

§ 8.9.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 8.9.2, promptly issue a final Certificate for Payment.

§ 8.9.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

(Paragraph deleted)

§ 8.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(Paragraph deleted)

§ 8.9.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 8.9.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

(Paragraph deleted)

ARTICLE 9 PROTECTION OF PERSONS AND PROPERTY

(Paragraph deleted)

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§ 9.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 9.2 Safety of Persons and Property

(Paragraph deleted)

§ 9.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

(Paragraph deleted)

§ 9.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

(Paragraph deleted)

§ 9.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

(Paragraphs deleted)

§ 9.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

(Paragraphs deleted)

§ 9.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 9.2.1.2 and 9.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 9.2.1.2 and 9.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.2.14.

(Paragraph deleted)

§ 9.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

(Paragraphs deleted)

§ 9.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

(Paragraphs deleted)

§ 9.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

(Paragraphs deleted)

§ 9.3 Hazardous Materials

(Paragraph deleted)

§ 9.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

(Paragraphs deleted)

§ 9.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

(Paragraphs deleted)

§ 9.3.4 The Owner shall not be responsible under this Section 9.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner. The Owner shall be responsible for materials or substances required by the Owner, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 9.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 9.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 9.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 9.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 10 UNCOVERING AND CORRECTION OF WORK

§ 10.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in

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which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 10.2 Correction of Work

§ 10.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 10.2.2 After Substantial Completion

§ 10.2.2.1 In addition to the Design-Builder's obligations under Section 2.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 8.8.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 6.8.

§ 10.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 10.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 10.2.

§ 10.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 10.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 10.2.5 Nothing contained in this Section 10.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 10.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 10.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

(Paragraph deleted)

ARTICLE 11 COPYRIGHTS AND LICENSES

§ 11.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them and the Owner, shall be deemed the joint owners of the

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Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

(Paragraph deleted)

ARTICLE 12 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 12.1 Termination or Suspension Following Execution of the Design-Build Amendment

§ 12.1.1 Termination by the Design-Builder

(Paragraph deleted)

§ 12.1.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of forty-five (45) consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 6.2.7.

(Paragraphs deleted)

§ 12.1.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 12.1.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 12.1.1.3 If one of the reasons described in Section 12.1.1.1 or 12.1.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed.

(Paragraph deleted)

§ 12.1.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 12.1.1.3.

(Paragraph deleted)

§ 12.1.2 Termination by the Owner For Cause

§ 12.1.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .2 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

(Paragraph deleted)

Init.

§ 12.1.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 2.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

(Paragraph deleted)

§ 12.1.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 12.1.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

(Paragraph deleted)

§ 12.1.2.4 If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

(Paragraphs deleted)

§ 12.1.3 Suspension by the Owner for Convenience

(Paragraphs deleted)

§ 12.1.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

(Paragraph deleted)

§ 12.1.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 12.1.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

(Paragraphs deleted)

§ 12.1.4 Termination by the Owner for Convenience

(Paragraphs deleted)

§ 12.1.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 12.1.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 12.1.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed.

ARTICLE 13 CLAIMS AND DISPUTE RESOLUTION

§ 13.1 Claims

§ 13.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

Init.

§ 13.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 9 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 13.1.2.

(Paragraph deleted)

§ 13.1.3 Notice of Claims

§ 13.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 13.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 8.9.4 or 8.9.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 13.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 13.2.1 shall not apply.

§ 13.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 8.6 and Article 12, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 13.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 9.4.

(Paragraphs deleted)

§ 13.1.6 Claims for Additional Time

§ 13.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 13.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 13.2 Initial Decision

§ 13.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 9.3 and 9.4 of the Agreement and Sections 3.3.2.9 and 3.3.2.10, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 13.2.2 Procedure

§ 13.2.2.1

(Paragraphs deleted)

Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten (10) business days after receipt of the notice required under Section 13.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim

Init.

in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 13.2.2.2

(Paragraphs deleted)

Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten (10) business days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

(Paragraphs deleted)

§ 13.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

(Paragraph deleted)

§ 13.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten (10) business days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 13.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

(Paragraph deleted)

§ 13.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 13.2.6.1.

(Paragraphs deleted)

§ 13.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

(Paragraphs deleted)

§ 13.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph deleted)

§ 13.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 13.3 Mediation

(Paragraphs deleted)

§ 13.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 8.9.4, 8.9.5, and 13.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 13.3.2 The parties shall endeavor to resolve their Claims by mediation pursuant to the South Carolina Alternate Dispute Resolution (ADR) Rules. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed

pursuant to this Section 13.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 13.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Governing Law The Contract shall be governed by the law of the State of South Carolina.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 14.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

(Paragraphs deleted)

§ 14.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 2.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

(Paragraphs deleted)

§ 14.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

(Paragraphs deleted)

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§ 14.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 14.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 14.5 Tests and Inspections

§ 14.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 14.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 14.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 14.5.3, shall be at the Owner's expense.

§ 14.5.3 If such procedures for testing, inspection or approval under Sections 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 14.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 14.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 14.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 14.6.1.

§ 14.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 14.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 14.8 Interpretation

§ 14.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 14.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement is comprised of the following documents listed below:

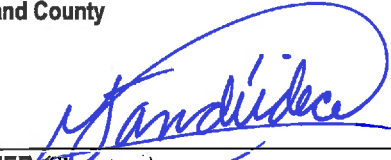
- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed

.6 Other:

This Agreement entered into as of the day and year first written above.

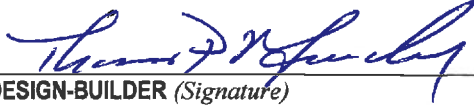
Richland County

GMK Associates Design-Build Division, Inc.



OWNER (Signature)
 Sandra Yudice, Ph.D
 Assistant County
 Administrator

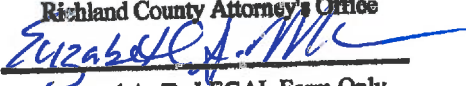
 (Printed name and title)



DESIGN-BUILDER (Signature)
 Thomas P. Monahan, Chairman/Treasurer

 (Printed name and title)

(Table deleted)(Paragraphs deleted)

Richland County Attorney's Office


 Approved As To LEGAL Form Only.
 No Opinion Rendered As To Content.

AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

GMP VERSION

This Amendment is incorporated into the accompanying AIA Document A141[™]-2014, Standard Form of Agreement Between Owner and Design-Builder dated the Eleventh day of June in the year Two Thousand Eighteen (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Richland County Magistrate's Offices
New Hopkins Facility, Lower Richland Blvd.
Richland County, SC

THE OWNER:

(Name, legal status and address)

Richland County
2020 Hampton Street
Columbia, SC 29201

THE DESIGN-BUILDER:

(Name, legal status and address)

GMK Associates Design-Build Division, Inc.
1201 Main Street
Suite 2100
Columbia, SC 29201

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 MISCELLANEOUS PROVISIONS

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

[X] Stipulated Sum, in accordance with Section A.1.2 below.

(Paragraph deleted)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum for Design Services and Construction, subject to authorized adjustments as provided in the Design-Build Documents, is as follows:

§ A.1.2.1.1 Design Services. For the Design-Builder’s performance of the Work as described in Section 4.1 of the Agreement, the Owner shall pay the Design-Builder in current funds the amount of: Seventy-Four Thousand, Five Hundred Eighty-Five Dollars and Zero Cents (\$74,585).

§ A.1.2.1.2 Construction. The Stipulated Sum for Construction shall be One Million, Two Hundred Forty-Three Thousand, Seventy Dollars and Zero Cents (\$1,243,070). The Stipulated Sum for Construction and Contingency shall be One Million, Two Hundred Eighty-Two Thousand, Six Hundred Dollars and Zero Cents (\$1,282,600).

§ A.1.2.2 The Stipulated Sum is

(Paragraphs deleted)

guaranteed by the Design-Builder not to exceed the above-stated amount, subject to additions and deductions by changes in the work as provided in the final design-build documents. Such maximum sum is referred to in the Design-Build documents as the Guaranteed Maximum Price. Reasonably expected costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ A.1.2.3

(Paragraphs deleted)

The Stipulated Sum will be converted to a Lump-Sum Price at the conclusion of the Construction Documents and be incorporated into this Agreement by Amendment.

(Table deleted)

§ A.1.2.4 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.5 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.2.6 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)

Allowance	Amount (\$ 0.00)	Included Items
Site Development Allowance	\$187,500	Both

(Paragraphs deleted)

§ A1.2.7 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

§ A.1.3 Payments

§ A.1.3.1 Progress Payments

(Paragraphs deleted)

init.

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User Notes:

(959136376)

§ A.1.3.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

(Paragraphs deleted)

§ A.1.3.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.3.1.3 Provided that an Application for Payment is received not later than the first day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the thirtieth day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

(Paragraphs deleted)

§ A.1.3.1.4 With each Application for Payment the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

(Paragraphs deleted)

§ A.1.3.1.5 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.3.1.6 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.3.1.7 In the event that the Owner's Lender engages the services of an independent inspection service for the payment application approval process, the Design-Builder has the right to approve the firm or individual selected to perform the inspection services.

§ A.1.3.2 Progress Payments—Stipulated Sum

§ A.1.3.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.3.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten-percent (10 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 5.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten-percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and

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- 4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 8.4 of the Agreement.

§ A.1.3.2.3 The progress payment amount determined in accordance with Section A.1.3.2.2 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 8.7.5 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 8.9.3 of the Agreement.

§ A.1.3.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.3.2.2.1 and A.1.3.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

§ A.1.3.3 Final Payment

§ A.1.3.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 8.9 of the Agreement have been satisfied, except for the Design-Builder’s responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

(Paragraphs deleted)

(Table deleted)

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work per the Management Schedule, dated June 11, 2018, included in the attached Guaranteed Maximum Price (GMP) Package. :

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
GMP Package	Guaranteed Maximum	June 11, 2018	

Price Package

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

List of Inclusions in the attached Guaranteed Maximum Price Package.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Plans included in the attached Guaranteed Maximum Price Package.

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5
(Paragraphs deleted)
Design-Builder's assumptions and clarifications:

§ A.3.1.6 Deviations from the Project Criteria as adjusted by a Modification:

§ A.3.1.7 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

(Paragraphs deleted)

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

(Paragraphs deleted)
Project Manager

Init.

TBD

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

ARTICLE A.5 MISCELLANEOUS PROVISIONS

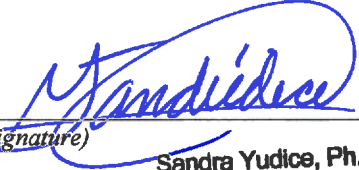
§ A.5.1 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.


This Amendment to the Agreement entered into as of the day and year first written above.

Richland County

GMK Associates Design-Build Division, Inc.




OWNER (Signature)
Sandra Yudice, Ph.D
Assistant County
Administrator
(Printed name and title)



DESIGN-BUILDER (Signature)
Thomas P. Monahan, Chairman/Treasurer
(Printed name and title)

(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)

Richland County Attorney's Office


Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Inlt.

RICHLAND COUNTY

MAGISTRATE COURT FACILITIES

4,830 sf Facilities Option

New Hopkins Magistrate Facility

Lower Richland Blvd.

GUARANTEED MAXIMUM PRICE PACKAGE

June 11, 2018



**1201 Main Street, Suite 2100
Columbia, SC 29201
P 803.256.0000
www.gmka.com**

Richland County

New Hopkins Magistrate Facility

Lower Richland Blvd.

Project Design Narrative

June 11, 2018

The building will be a 4,830 s.f. slab-on-grade, one-story, brick-veneer/hard-coat stucco building with a pitched architectural asphalt shingle roof. Windows, where incorporated, will have sills placed at least 6'-8" above the floor elevation for security. Windows will be thermal, aluminum-frame type. Public entrances will be storefront type with glass entry doors and sidelights. Other exterior doors will be painted hollow metal with hollow metal frames. Exterior glass will be low-e, insulated glass. The building interior spaces will be constructed with gypsum board walls and acoustical ceiling tile ceilings. The finishes will be per Richland County standards. Interior doors will be flush style wood doors with hollow metal frames. Door hardware is to be commercial grade minimum grade 2 hardware. Access controls will be coordinated with the Owner's access control vendor as required. The judges bench, clerk bench, jury box and other built in courtroom furniture will be wood with either painted or stained finish.

The plumbing, mechanical, power, lighting and life safety systems will be designed to meet current Code requirements.

Richland County

New Hopkins Magistrate Facility

Lower Richland Blvd.

Schematic Budget Estimate

April 10, 2018

New Construction Area = 4,830 sf

Sitework, 25 Parking Spaces (Allowance):	\$187,500
Magistrate Facility New Construction:	\$1,055,570
Construction Costs Sub-Total:	<u>\$1,243,070</u>
Design Fees (6%):	\$74,585
Design/Construction Contingency (3%):	\$39,530
Design & Construction Costs:	<u><u>\$1,357,185</u></u>

NOTES:

Provide 25 Parking Spaces for Facility.
Facility will be unsprinklered.

*Off-Site Utility Note:

Site is currently not served by utility for Water nor Sewer.
No Construction Costs have been included for Off-Site Utility extensions.

Richland County

New Hopkins Magistrate Facility

Lower Richland Blvd.

Project Development Cost Worksheet

(For Determination of division of Responsibilities)

June 11, 2018

	GMK Responsibility	Owner Responsibility
Hard Costs:		
Exterior Work:		
Sitework Construction <u>Allowance</u> - Clearing, Grading, Drainage, Pavements, On-Site Utilities, Erosion Control, & Landscaping	\$187,500	-
Off-Site Utilities to Property	NIC	By Owner
Unexpected Unsuitable Materials Replacement (Rock, Muck)	NIC	By Owner
Site Lighting Systems & Design	NIC	By Owner
Exterior Signage & Design	NIC	By Owner
Building Construction:		
Building Construction - Structural, Architectural, Mechanical, Plumbing, Electrical & Fire Protection per Code Requirements.	\$1,055,570	-
Hazardous Materials Abatement	N/A	N/A
Mold & Mildew Remediation	N/A	N/A
Fire Pump Systems	N/A	N/A
Intercom, Security, Television & Communication Systems:		
Data, Telephone & Television Wiring; incl. Cable Tray	NIC	By Owner
Computer System Equipment, incl Power Conditioning	NIC	By Owner
Telephone System Equipment	NIC	By Owner
Television System Equipment	NIC	By Owner
Intercom & Paging Systems; Equipment & Wiring (Speakers, etc.)	NIC	By Owner
Security Systems; Equipment & Wiring (Locks, Cameras, etc.)	NIC	By Owner
Teleconference & AV Systems; Equipment & Wiring	NIC	By Owner
Clock Systems; Equipment & Wiring	NIC	By Owner
Furniture, Fixtures & Equipment:		
General Owner FF&E <u>Allowance</u>	NIC	By Owner
Kitchen & Serving Equipment; incl Installation & Design	NIC	By Owner
Residential Equipment; incl Installation (Refrigerators, Microwaves, Ice Machines, etc.)	NIC	By Owner
Television & Monitor Wall Brackets, incl Installation	NIC	By Owner
Paper Towel, Soap, & Toilet Tissue Dispensers, incl Installation	NIC	By Owner
Misc. Storage Shelving	NIC	By Owner
Furniture & Furnishings, incl Installation & Design	NIC	By Owner
Window Treatments & Blinds, incl Installation & Design	NIC	By Owner
Artwork, incl Installation & Design	NIC	By Owner
Office Equipment, incl Installation & Design	NIC	By Owner
Cubicle Curtains & Tracks, incl Installation	NIC	By Owner
Interior Signage, incl Installation	NIC	By Owner
Vending Equipment, incl Installation	NIC	By Owner
Other Hard Costs:		
Total Hard Costs	\$1,243,070	\$0

Soft Costs:

Design Fees (C,S,A,M,E,P & FP)	\$74,585	
Building Permit Fees	Included	
Special Inspections (IBC Chapter 17)	NIC	By Owner
Tap & Impact Fees	NIC	
Builder's Risk Insurance	NIC	By Owner
Payment & Performance Bonds	NIC	By Owner
Owner's & Contractor's Liability Insurance	Included	
Construction Loan Interest	NIC	
Construction Loan Fees	NIC	
Traffic Impact Fees	NIC	
Topographic Surveys	NIC	\$6,600
Other Land Related Surveys (Tree Survey or As-Built Survey)	NIC	
Geotechnical & Environmental Studies	NIC	\$3,875
Relocation Of Existing Underground Utilities	NIC	
Title Insurance	NIC	
Legal & Organizational	NIC	
Consultants	NIC	
Cost Segregation Analysis & Support For Same	NIC	
Cost of Electricity After Metered Power Is Provided To Building	NIC	
Initial Land Carrying Cost	NIC	
Other Miscellaneous Soft Costs	NIC	
Contingency	-	\$39,530
Total Soft Costs	\$74,585	\$50,005
Total Estimated Project Costs	\$1,317,655	\$50,005

\$1,367,660

See attached accompanying comments

Richland County

New Hopkins Magistrate Facility

Lower Richland Blvd.

Comments to the Project Development Cost Analysis

June 11, 2018

Items not included in the GMP Budget, if required, to be furnished by Owner:

Intercom, Security, Television and Communication Systems consists of items such as Intercom Systems, Power Conditioning Equipment, Computer Systems, Paging Systems, Speakers, Security Systems, Security Cameras, Television Monitors, Cable Television Systems, Satellite Television systems, Telephone systems, Teleconferencing systems including cameras and speakers, Cable Tray and Wiring Control Systems, as well as wiring and labor for same.

Furniture, Fixtures and Equipment consists of items such as Window Treatments, Appliances, Kitchen Equipment (Not Only the Kitchen Equipment, but also including Hoods, Ductwork for Hoods, Fans and Fire Suppression for Hoods), Lockers, Soap Dispensers, Clocks, Metal Storage Shelving, Interior and Exterior Signage, Office Equipment, as well as labor for same.

Additional items which may be considered on a project specific basis for inclusion at a later date in the Project Development Cost Analysis are: Fire Pump, the Cost for Excavation/Removal/Replacement of Unsuitable Materials (Rocks, Muck, Etc. – 3000 psi bearing pressure assumed), Site Parking Lot Lighting, Site Landscaping and Irrigation (above Code minimum), Mold and Mildew Remediation, Hazardous Material Abatement, Vending Machines, Tap & Impact Fees, Owner's & Contractor's Liability Insurance, and 3rd Party Special Inspections.

Design fees apply to the civil design for the site work as well as for the architectural and engineering design required for the facility itself. Interior design fees are included for all items installed by GMK per the contract. Examples are carpet, vinyl tile, paint, flooring, doors, hardware for sinks and toilet accessories. Items not included in GMK's contract should have design fees considered in the budget estimate, such as furniture and artwork.

Richland County

New Hopkins Magistrate Facility

Lower Richland Blvd.

List of Inclusions

June 11, 2018

General

Full-time Field Construction Supervision

Sitework (\$187,500 Allowance) {Provide 25 Parking Spaces}

- Site Clearing and Grubbing
- Strip/Stockpile/Respread Topsoil
- Site Grading (Cut, Fill & Compaction)
- Building and Site Improvements Layout
- Storm Drainage Piping and Structures to Detention Pond
- Potable Water Service (from Utility Main at Property to Building)
- Gravity Sanitary Sewer Service (from Building to Site Septic System)
- Electrical Service (from Utility Transformer to Building)
- Concrete Curb and Gutter
- Concrete Sidewalks
- Handicapped Ramps @ Concrete Sidewalks
- Asphalt Paving and Base
- Concrete Parking Stops (HC Parking)
- Handicapped Parking Signs
- Pavement Line Striping and Pavement Markings
- Temporary Erosion Control Measures
- Grassing for Erosion Control
- Temporary Facilities
- Site Cleaning
- Landscaping (per Ordinance)

Concrete

- Building Layout
- Foundation Excavation and Backfill
- Soil Termite Treatment
- Vapor Barrier, Stego Wrap
- Reinforcing Bars at Foundations and Turndowns
- Wire Mesh or Fiber Reinforcement at Slab-on-Grade
- Perimeter Strip Footing Foundations
- Spread Footing Foundations
- Perimeter Concrete Turndowns
- Concrete Slab-on-Grade

Slab-on-Grade Control/Construction Joints
Grouting

Masonry

- Brick Ties
- Sand and Mortar
- CMU Backup @ Foundation Wall below Grade
- CMU Blockfill
- Face Brick Veneer
- Brick Accent Bands
- Steel Lintels @ Window/Door Openings
- Thru-Wall Flashing & Weeps
- Masonry Cleaning
- Masonry Control Joints

Metals

- Miscellaneous Steel

Carpentry

- Wood Stud Framing and Bracing (Exterior and Interior Walls)
- Wood Roof Truss Framing and Bracing
- Exterior Wall & Roof Sheathing/Decking
- Platform and Step Framing @ Courtroom
- Miscellaneous Wood and Metal Blocking and Bridging
- Rough Hardware (Fasteners, Etc.)
- Melamine Clad Cabinets and Shelving
- High Pressure Laminate Countertops (Break Room)
- Solid-Surface Countertops (Bath Vanities & Conference/Jury)
- Finish Hardware (Fasteners, etc.)
- Wood Chair Rail Trim @ Courtroom
- Millwork Judge's Bench
- Millwork Witness/Stenographer Countertop
- Millwork Courtroom Banisters/Railings

Thermal and Moisture Protection

- Felt Underlayment @ Shingle Roof
- Ice & Water Shield Underlayment @ Roof Perimeter and Valleys
- Spray-Foam Insulation @ Exterior Wall Assemblies (per Energy Code)
- Spray-Foam Insulation @ Roof Assembly (per Energy Code)
- Sound Batt Insulation at Interior Walls (as required for Privacy)
- 30-Year Architectural Asphalt Shingle Roofing
- Metal-Clad-Wood Fascia/Frieze Boards
- Metal Gutters and Downspouts (at Entry Areas)
- Caulking and Sealants

Doors and Windows

- Interior and Exterior Hollow Metal Door Frames
- Exterior Insulated Hollow Metal Doors
- Interior Wood Doors (Stain Grade Birch)
- Aluminum/Glass Storefront Swinging Entry Doors
- Aluminum-Framed Exterior Windows with Insulated Glass
- Aluminum-Framed Storefront System with Insulated Glass
- Interior Hollow Metal-Framed View Windows with Safety
- Finish Hardware (Hinges, Locks, Panic, and Closers - as required)
- Glass and Glazing

Finishes

- Hard-Coat Stucco on Exterior Gypsum High Walls & Soffit
- Gypsum Board Walls
- Suspended Gypsum Board Ceilings (@ Shower)
- Carpet Tile Flooring (County Standard)
- Luxury Vinyl Tile Flooring (County Standard)
- Rubber Cove Floor Base (County Standard)
- Hard Tile Flooring, Base, and Wall Wainscot (Gang Toilet Rooms & Shower)
- Enamel Paint Interior Walls/Ceilings
- Epoxy Paint Interior Walls (Wet Areas)
- 2 x 4 Acoustical Grid System and Tile (County Standard)

Specialties

- Toilet Accessories (Grab Bars and Mirrors)
- Toilet Partitions and Urinal Screens
- Fire Extinguishers and Cabinets

Mechanical

Plumbing

- Waste and Vent System - draining to Site Septic Sewer System
- Potable Water Riser and Backflow Preventer
- CPVC Water Lines
- PVC Waste Piping Above and Below Grade
- Stainless Steel Sinks @ Casework, Large (Break Room & Conference/Jury)
- Integral Solid-Surface Sinks @ Bath Vanities
- Vitreous China Wall Lavatory Sinks
- Vitreous China Water Closets, Tank Type
- Vitreous China Urinals
- Cast Stone Janitor Mop Sink
- Shower Head Fixture & Drain
- Water Box Fixture @ Break Room
- Finish Trim - Faucets, Etc.
- Electric Water Heater
- Water Cooler, ADA

Heating, Ventilation and Cooling System

- HVAC Temperature Requirements to meet all applicable Codes
- Design Temperature is Standard 95° Outside/75° Inside
- New DX Split-System HVAC Units (approx. 15-tons AC)
- Sheetmetal & Flex Ductwork
- Exhaust Fans
- Fire Dampers
- Hangers and Supports
- Mechanical Insulation
- Duct Accessories
- HVAC Controls
- Testing and Balancing

Electrical

- 3-Phase Service
- Distribution Panels
- Power Wiring and Circuitry
- Switches, Receptacles and Cover plates
- 2x4 Lighting Fixtures (LED Lamps)
- Fluorescent or LED Recessed Can Lighting Fixtures
- Exterior Wall Packs for Site Safety Lighting
- Exit Lights
- Emergency Lighting (to meet Life Safety Regulations)
- Back Boxes and Conduit for Telephone, Data, and Television to above ceiling (Cable Tray, Wiring and System Equipment by Others)
- Fire Alarm System (to meet Life Safety Regulations)



271 of 370
S
number
1.00A
and County
Magistrate's

title CONCEPTUAL FLOOR PLAN - Option 7
MAGISTRATE FACILITY
issued for BUDGET UPDATE date 4/3/2018
from
drawn by

H-2.1.7

RICHLAND COUNTY MAGISTRATES OFFICES

Project Management Schedule

June 11, 2018

Activity Name	Duration (Months)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Wilson Blvd.	12.77																	
1 Prepare/Deliver Draft GMP	1.00																	
2 RC Approval/Award Part 2 Contract/Finalize GMP	1.75																	
3 Prepare Construction Documents	2.00																	
4 Permitting	1.00																	
5 Construction	7.00																	
6																		
7																		
8 Hopkins	15.27																	
9 Prepare/Deliver Draft GMP	1.00																	
10 RC Approval/Award Part 2 Contract/Finalize GMP	1.75																	
11 Prepare Construction Documents	2.50																	
12 Permitting	1.00																	
13 Construction	9.00																	

Sheriff Addition to Hopkins Magistrate Office Estimated Budget

3/16/2020

3,100 Sq. Ft Building**Site Construction**

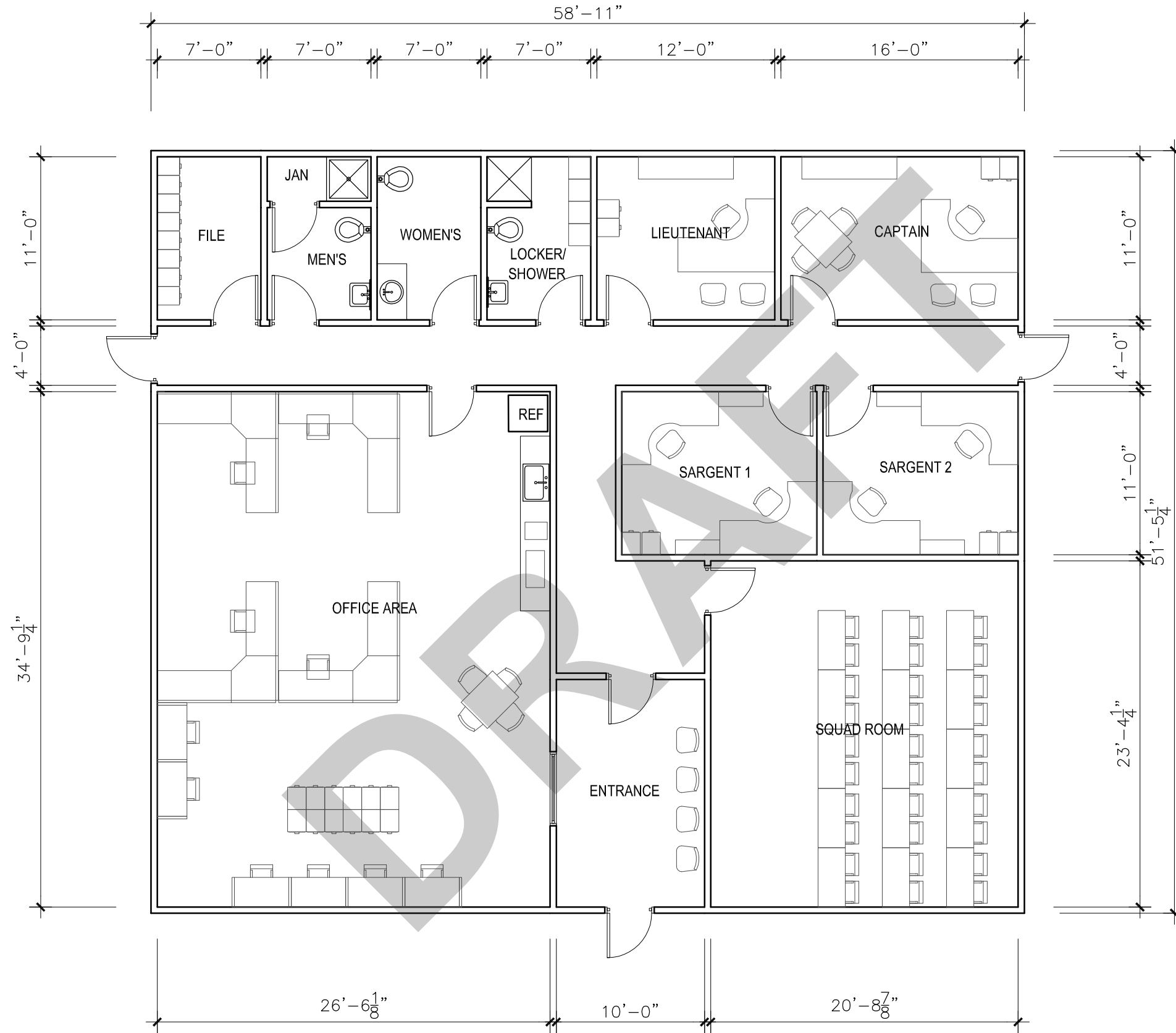
Off-site utilities	\$ 50,000.00
site work	\$ 465,000.00
building construction	\$ 1,492,434.00
Furniture, Fixtures, and Equipment	\$ 75,000.00

Soft Cost

A&E (10%)	\$ 200,743.40
Permits & fees (2%)	\$ 39,148.68
<u>Project contingency (10% of total cost)</u>	<u>\$ 232,232.61</u>

Estimated total Project Cost: \$ 2,554,558.69

R.C. Hopkins Magistrates Sheriff's SubStation - Option 2 - 3,100 sf



Sheriff Addition to Hopkins Magistrate Office Recurring Costs

3/16/2020

3,100 Sq. Ft Building

Yearly Costs

Utilities	Electric	\$	6,800.00
	Water	\$	1,700.00
Maintenance	Custodial Services	\$	3,865.00
	Grounds Upkeep	\$	2,275.00
	Building Maintenance	\$	5,000.00
Service Agreements	Pest Control	\$	1,200.00
	Security	\$	2,650.00
	Fire Protection	\$	1,550.00

Estimated total Project Cost: \$ 25,040.00

Richland County Council Request for Action

Subject:

Acquisition and Disposal of County Real Property – Draft Policy

Notes:

April 28, 2020 – The committee forwarded the item to Council without a recommendation.



Agenda Briefing

Prepared by: Ashiya A. Myers, Assistant to the County Administrator

Department: Administration

Date Prepared: April 22, 2020

Meeting Date: April 28, 2020

Legal Review	Brad Farrar via email	Date:	April 23, 2020
Budget Review	James Hayes via email	Date:	April 22, 2020
Finance Review	Stacey Hamm via email	Date:	April 22, 2020
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Acquisition and Disposal of County Real Property – Draft Policy		

Recommended Action:

Staff recommends the A&F Committee forwards to full Council the implementation of the Acquisition and Disposal of County Real Property Policy, with any revisions at the pleasure of the Committee, for approval.

Motion Requested:

1. Move to accept staff’s recommendation; or
2. Move to deny

Request for Council Reconsideration: Yes

Fiscal Impact:

The fiscal impact of implementing the policy is dependent upon the nature of each transaction as properties are purchased or sold.

Motion of Origin:

There is no associated Council motion of origin; however, the policy was developed at the request of the Property Distribution Ad Hoc Committee.

Council Member	
Meeting	
Date	

Discussion:

Richland County continues to receive offers to purchase County-owned properties.

In 2018, the Property Distribution Management Ad Hoc Committee discussed several offers to sell and purchase, and requested staff to develop a real property acquisition/divestiture policy to ensure property purchases and/or sales are made consistent with the County's strategic goals and operational purposes as established by Council and executed by the Administrator.

On April 23, 2019, the Administration and Finance committee considered the draft policy as developed by staff. The item was deferred as several members desired revisions thereto. Since the committee's consideration in April of 2019, staff has received feedback from Councilmember Malinowski and has incorporated those revisions into the attached draft. Staff have requested and will continue to incorporate any further input received from the committee and/or other members of Council.

At the request of Councilmember Malinowski, staff has returned with an updated draft policy for committee consideration.

Attachments:

1. April 23, 2019 Briefing Document
2. April 23, 2019 Meeting Minutes
3. Revised Draft Policy
 - a. Redlined
 - b. Clean

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050


Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee

Prepared by: Michael Niermeier (as former Capital Projects Manger)

Sandra Yúdice, Ph.D., Assistant County Administrator

Department: Administration

Date Prepared: April 09, 2019

Meeting Date: April 23, 2019

Legal Review	Brad Farrar, Deputy County Attorney, via email	Date:	April 17, 2019
Budget Review	n/a	Date:	
Finance Review	Stacey Hamm, Finance Director, via email	Date:	April 11, 2019
Other Review:	Jennifer Wladischkin, Procurement Manager	Date:	April 11, 2019
Approved for Council consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
Committee	Administration and Finance		
Subject:	Acquisition and Disposal of County Real Property – Draft Policy		

Recommended Action:

Staff recommends the A&F Committee forwards to full Council the implementation of the Acquisition and Disposal of County Real Property Policy, with any revisions at the pleasure of the Committee, for approval.

Motion Requested:

Move to direct the Acting County Administrator to implement the Acquisition and Disposal of County Real Property Policy and other related matters thereto.

Request for Council Reconsideration: Yes

Fiscal Impact:

The fiscal impact of implementing the policy will depend on the nature of each transaction as properties are purchased or sold.

Motion of Origin:

n/a

Council Member	Property Distribution Management Ad Hoc Committee, Bill Malinowski
Meeting	
Date	November 27, 2018

Discussion:

Richland County periodically receives offers to purchase different county-owned properties. There have been numerous such offers over the last two years. Specific properties and their status may be discussed at Council's pleasure.

Additionally, some property initiatives have been commenced or explored prior to full Council direction, creating uncertainty as to the status of specific opportunities.

The Property Distribution Management Ad Hoc Committee discussed several offers to sell and purchase during its October and November 2018 meetings. At the October 16, 2018 Council meeting, Councilman Bill Malinowski suggested staff develop a real property acquisition/divestiture policy. During its November 27, 2018 meeting, staff informed the Property Distribution Management Ad Hoc Committee that Administration and the Legal Department were working on the draft policy. The purpose of the policy is to ensure that property acquisitions and/or sales are made consistent with the County's strategic goals and operational purposes as set by Council and carried out by the Administrator.

County Council has Home Rule authority to dispose of county property, and it does so typically through directions given to its Administrator. Per the County Attorney's Office, as a matter of practice, any potential acquisition or sale of a property is vetted and presented to Council with a property disposition summary, typically in Committee.

State law and county ordinances related to this item include:

1. S.C. Code Ann. Section 4-9-30 provides the county governing body the power to acquire and dispose of real property... "to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property..."
2. Richland County Ordinance 2-29(a)(6) states, "Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to: ... (6) Sell, lease or contract to sell or lease real property owned by the County."
3. Richland County Ordinance 2-143(3)(g) states: "Procurement...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property."

Attachments:

1. Draft Policy

Acquisition, Lease, and Disposal of County Real Property

I. Purpose

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council using a systematic, open, and transparent approach to real property acquisition and disposal.

Authority

The S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power “(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;” and “(3) to make and execute contracts.”

Nothing herein shall diminish County Council’s authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

II. Acquisition of Real Property

Purpose

The County would consider acquiring properties for the following purposes:

1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

Procedures

Real property acquisition should be based upon fair market value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
- b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address

- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
 - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
 - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

III. **Disposal of Real Property**

Purpose

The County would consider disposing of surplus real properties by selling or leasing for the following purposes:

1. When the County does not intend to use or have a need for the real property; or
2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
5. Economic development.

Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council of said action.

Surplus real property shall be disposed of by one of the following methods:

- a. Sealed bid process;
- b. Listing the property with a private broker;
- c. Listing the property for auction; or
- d. Any other method determined by the County Administrator to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate.

Unless otherwise provided by resolution, real property on the SRPL is approved by the County Council for sale and shall be sold for:

- a. Not less than the purchase price originally paid by Richland County; and
- b. Not less than the fair market value, with fair market value being determined by:
 - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
 - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.

The general terms of sale, which shall not be inconsistent with a sale at fair market value as provided above, shall be within the discretion of County Council.

Sales of real properties with a value under twenty-five thousand dollars (\$25,000.00) are exempt from the provisions of this Section and may be disposed of at the discretion of the County Administrator with approval from County Council by resolution.

The County Administrator or staff shall provide to the County Council an annual report, no later than the first Council meeting in the month of December, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30th, which report shall contain:

- a. Property names and addresses;
- b. The approximate size of each real property;
- c. The acquisition amount paid for each real property and acquisition date;
- d. Surplus date;
- e. All appraisals and estimates, if any;
- f. The consideration received in the sale of each property;
- g. The names of buyer(s) involved in each transaction; and
- h. The date of sale.

Proceeds from all sale of surplus real property will be placed in the County's Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.

IV. Real Property Asset Classifications

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

- a. General Government
- b. Public Safety
- c. Public Works
- d. Economic Development
- e. Health and Social Services

V. Use of an Agent or Broker

When listing the real property with a private broker as appropriate and necessary, the County Administrator will solicit and contract with a real-estate broker to represent the County for purchase and divestiture of real property greater than \$100,000. The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under \$100,000 would not require the professional services of a real-estate broker.

VI. Relevant State Laws and County Ordinances

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

“...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property...”

Richland County Ordinance 2-29 states:

“Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County”

Richland County Ordinance 2-143 states:

“Procurement...”

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property”

VII. Definitions

For the effects of this policy, the following term have the subsequent meaning:

Real property or Property. The term “real property” or “property” shall include lands, tenements, and hereditaments.

Real Estate Broker. A person who has taken education beyond the agent level as required by state laws and has passed a broker's license exam. Brokers can work alone or can hire agents to work for them.

Real Estate Commissions
Economic Development Committee Meeting

February 5 2019

Overview

Richland County has added more than 500 acres to its inventory in the past five years. The goal in adding these properties is

Recommendation

Staff recommends the adoption of commissions as a practice with the following policies and procedures:

- 1) **Client Registration**: Commercial/industrial real estate brokers/agents shall submit to the Department of Economic Development a copy of an executed buyer/tenant representation agreement wherein the effective dates of such agreement are clearly spelled out. The registration shall clearly indicate which tract(s) of County-owned real estate are being exposed to the specific client. The Department will notify the broker/agent that the representation agreement has been received and accepted and placed in a confidential file in the Department's offices. Unless the Department receives a copy of an executed extension agreement from the broker/agent, then the registration will be voided by the Department as of the ending date in the original agreement.
- 2) **Raw Land Sales Commissions**: The County shall pay at the closing of the sale a commission of 3% on raw land where the total sales price or value is \geq \$1 million. The County shall pay at the closing of the sale a commission of 4% on raw land where the total sales price or value is $<$ \$1 million.
- 3) **Building Sales**: The County shall pay at the closing of the sale a commission of 3.5% on the total sales price or value of a building, to include the land upon which it is situated and all improvements thereto. In the case of County-owned "speculative" or "shell" buildings, the 3.5% commission shall be payable on the "as built" price or value, including the land and improvements thereto, as opposed to the "finished out" cost or value of the building.
- 4) **Building Leases**: The County shall pay a commission of 4% of the total cash-out value of a lease. The payment schedule of the commission shall be negotiated with by the broker on a case by case basis.

Assemblage: The County retains the right to contract with a single member of the industrial/commercial brokerage community on the assemblage of tracts of land, with or without multiple ownerships, as may be required for major economic development projects and-or for future business parks or other economic development purposes. The commissions paid for this service shall be negotiated on a case-by-case basis.

Mr. Malinowski made a friendly amendment to include an IGA with the City of Columbia when the item goes to Council.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- k. **Acquisition and Disposal of County Real Property – Draft Policy** – Ms. A. Myers stated before the committee is a proposal of staff’s policy, as developed, in response to a request from the previous Property Distribution Ad Hoc Committee. This policy attempts to address that committee’s concerns regarding why property was purchased.

Mr. Malinowski stated on p. 269, it says, “Surplus real property of by one of the following methods” and it lists four (4) methods, but it does not tell us how it will be determined which method we will use. He would like to have some information on that. Also, on p. 270, it says, “...approved by County Council for sale and shall be sold for: (a) Not less than the purchase price originally paid by Richland County”. He stated that may be difficult to achieve at time, and he does not know that we should have that. He thinks it should be a fair market value. In addition, it states, “Sales of real properties with a value under twenty-five thousand dollars (\$25,000) are exempt.” He inquired why that figure was chosen. He stated any property should be done via public notice, and according to one of the method listed on the previous page. This will eliminate any appearance of impropriety by staff members and/or elected officials. Additionally, it says, “The County Administrator or staff shall provide to the County Council an annual report, no later than the first Council meeting in the month of December.” He thinks we need to move it to January or February, since the first meeting in December will not include newly elected officials, and they will be in the dark when they get on board 30 days later. Lastly, it states, “Proceeds from all sale of surplus real property will be placed in the County’s Capital Project Fund...to be used to finance capital projects.” He thinks we need to indicate, if the properties were bought were with Accommodations or Hospitality Tax Funds, it needs to go back to those funds, and not the General Fund. On p. 271, it says, “When listing the real property with a private broker as appropriate and necessary, the County Administrator will solicit and contract with a real estate broker.” He would like to see some language added that it should be a broker in the area where the property is being sold/purchased, so we have someone with some familiarity with the area. In that same paragraph, it says, “Minor transactions under \$100,000 would not require the professional services of a real estate broker.” He is shocked a minor transition is considered under \$100,000 because he does not consider that a minor transaction. He inquired how the transaction would be done. He would like that spelled out.

Ms. Myers requested that any suggested changes be forwarded to staff, so they can be incorporated.

Mr. Malinowski moved, seconded by Ms. Myers, to defer this item.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- 5 **ADJOURNMENT** – The meeting adjourned at approximately 6:54 p.m.

Acquisition, Lease, and Disposal of County Real Property

I. Purpose

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council using a systematic, open, and transparent approach to for real property acquisition and disposal.

Commented [BF1]: Economic development property purchases and sales are purposely not transparent.

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Authority

The S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power "(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;" and "(3) to make and execute contracts."

Nothing herein shall diminish County Council's authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

Commented [BF2]: Good.

II. Acquisition of Real Property

Purpose

The County would consider may acquiring properties for such purposes as, including but not limited to, the following purposes:

Commented [BF3]: I understand this is a new section, but if you list more than the "purpose" listed above, it could be confusing. The purpose of the document has already been set forth. The remaining sections just need to spell out the policy.

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- 1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

Procedures

Real property acquisition should be based upon fair market value, unless circumstances indicate an acquisition can be made for a lesser value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Commented [BF4]: The County wants to receive at least fair market value (FMV) when it sells property. However, when it buys property, if someone wants to sell it to the County for less than FMV, the County should have the ability to pay a lower price.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address
- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
 - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
 - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

III. Disposal of Real Property

Purpose

The County ~~may~~ would consider disposing of surplus real properties by ~~sale or lease, selling or leasing for,~~ including but not limited to, the following purposes:

- 1. When the County does not intend to use or have a need for the real property; or
- 2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
- 3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
- 4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
- 5. Economic development.

Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council ~~of said action.~~

Surplus real property shall be disposed of by one of the following methods:

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- a. Sealed bid process for real property valued up to \$25,000;
- b. Listing the property with a Procurement qualified private broker for real property valued at more than \$25,000;
- c. Listing the property for auction when a selected, Procurement qualified broker recommends that this method is the most advantageous for the County; or
- d. Any other method determined by the County Administrator, with the approval of County Council, to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate. The failure to provide the notice described herein shall not compromise the County governing body's power to dispose of property under the Home Rule portions of State law cited herein.

Unless otherwise directed provided by resolution, real property on the SRPL is approved by the County Council for sale and may ~~shall~~ be sold for:

- ~~a. Not less than the purchase price originally paid by Richland County; and~~
- ~~b. a. Not less than the fair market value, with fair market value being determined by:

 - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
 - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.~~

The general terms of sale, which shall not be inconsistent with a sale at fair market value as provided above, shall be within the discretion of County Council.

~~Sales of real properties with a value under twenty-five thousand dollars (\$25,000.00) are exempt from the provisions of this Section and may be disposed of at the discretion of the County Administrator with approval from County Council by resolution. All properties, independent of their values, shall be subject to disposition process as outlined in this policy.~~

The County Administrator, or staff through the Finance Department (Procurement Division), shall provide to the County Council an annual report, no later than the first Council meeting in the month of ~~December~~ January, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30th, which report shall contain:

- a. Property names and addresses;
- b. The approximate size of each real property;
- c. The acquisition amount paid for each real property and acquisition date;
- d. Surplus date;
- e. All appraisals and estimates, if any;
- f. The consideration received in the sale of each property;
- g. The names of buyer(s) involved in each transaction; and
- h. The date of sale.

Commented [BF5]: This is a coordination piece. Someone needs to have a tickler file or some sort of notice mechanism to make sure this requirement is met in every case. This easily could get lost with staff turnover, with new personnel having no idea of this requirement. Again, this is fine as aspirational. Do you want to make it a requirement in every case?

Commented [BF6]:

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Commented [BF7]: As noted regarding County purchases, if a buyer wants to offer the County more than FMV, the County should have the ability to accept a higher offer.

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Proceeds from ~~at~~the sale of surplus real property will be credited as follows:

- a. If purchased with General Fund funds or previously donated to the County: proceeds will be credited to the General Fund Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.
- b. If purchased with Special Revenue funds: proceeds will be credited to the respective fund with which the purchase was paid from such Accommodations Tax, Hospitality Tax, Emergency Telephone, Economic Development, Transportation funds, etc.
- c. If purchased with Enterprise funds: proceeds will be credited to the respective fund with which the purchase was paid from such as Utilities, Solid Waste, Airport, etc.

IV. Real Property Asset Classifications

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

- a. General Government
- b. Public Safety
- c. Public Works
- d. Economic Development
- e. Health and Social Services

V. Use of an Agent or Broker

When listing the real property with a private broker as appropriate and necessary, the County Administrator ~~may~~ will solicit and contract with a real-estate broker to represent the County for purchase and divestiture of real property greater than ~~\$100,000~~25,000. The broker must be from and familiar with the area in which the property is being sold. The Procurement Division will establish a list of qualified brokers for use by the County Administrator in selecting the broker who will best meet the needs of the County.

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The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under ~~\$100,000~~25,000 ~~would may~~ not require the professional services of a real-estate broker and may disposed of through a sealed bid process.

VI. Relevant State Laws and County Ordinances

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

"...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property..."

Richland County Ordinance 2-29 states:

"Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County"

Richland County Ordinance 2-143 states:
"Procurement...

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property"

VII. Definitions

As used in ~~For the effects of this policy, the following term shall mean~~ have the subsequent meaning:

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Real property or Property. The term "real property" or "property" shall include lands, tenements, and hereditaments.

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DRAFT

Real Estate Commissions
Economic Development Committee Meeting

February 5, 2019

Commented [BF8]: Is this a summary or the "minutes" of this meeting? Not sure what this document is.

Overview

Richland County has added more than 500 acres to its inventory in the past five years. The goal in adding these properties is

Commented [BF9]: Is there supposed to be something more to this sentence?

Recommendation

Staff recommends the adoption of commissions as a practice with the following policies and procedures:

- 1) **Client Registration**: Commercial/industrial real estate brokers/agents shall submit to the Department of Economic Development a copy of an executed buyer/tenant representation agreement wherein the effective dates of such agreement are clearly spelled out. The registration shall clearly indicate which tract(s) of County-owned real estate are being exposed to the specific client. The Department will notify the broker/agent that the representation agreement has been received and accepted and placed in a confidential file in the Department's offices. Unless the Department receives a copy of an executed extension agreement from the broker/agent, then the registration will be voided by the Department as of the ending date in the original agreement.
- 2) **Raw Land Sales Commissions**: The County shall pay at the closing of the sale a commission of 3% on raw land where the total sales price or value is \geq \$1 million. The County shall pay at the closing of the sale a commission of 4% on raw land where the total sales price or value is $<$ \$1 million.
- 3) **Building Sales**: The County shall pay at the closing of the sale a commission of 3.5% on the total sales price of value of a building, to include the land upon which it is situated and all improvements thereto. In the case of County-owned "speculative" or "shell" buildings, the 3.5% commission shall be payable on the "as built" price or value, including the land and improvements thereto, as opposed to the "finished out" cost or value of the building.
- 4) **Building Leases**: The County shall pay a commission of 4% of the total cash-out value of a lease. The payment schedule of the commission shall be negotiated with by the broker on a case by case basis.

Assemblage: The County retains the right to contract with a single member of the industrial/commercial brokerage community on the assemblage of tracts of land, with or without multiple ownerships, as may be required for major economic development projects and-or for future business parks or other economic development purposes. The commissions paid for this service shall be negotiated on a case-by-case basis.

Acquisition, Lease, and Disposal of County Real Property

I. Purpose

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council for real property acquisition and disposal.

Authority

S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power “(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;” and “(3) to make and execute contracts.”

Nothing herein shall diminish County Council’s authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

II. Acquisition of Real Property

The County may acquire property for such purposes as, including but not limited to, the following:

1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

Procedures

Real property acquisition should be based upon fair market value, unless circumstances indicate an acquisition can be made for a lesser value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
- b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address
- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
 - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
 - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

III. Disposal of Real Property

The County may dispose of surplus real property by sale or lease for, including but not limited to, the following purposes:

1. When the County does not intend to use or have a need for the real property; or
2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
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Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council.

Surplus real property shall be disposed of by one of the following methods:

- a. Sealed bid process for real property valued up to \$25,000;
- b. Listing the property with a Procurement qualified private broker for real property valued at more than \$25,000;

- c. Listing the property for auction when a selected, Procurement qualified broker recommends that this method is the most advantageous for the County; or
- d. Any other method determined by the County Administrator, with the approval of County Council, to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate. The failure to provide the notice described herein shall not compromise the County governing body's power to dispose of property under the Home Rule portions of State law cited herein.

Unless otherwise directed provided by resolution, real property on the SRPL is approved by the County Council for sale and may be sold for:

- a. Not less than the fair market value, with fair market value being determined by:
 - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
 - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.

The general terms of sale shall be within the discretion of County Council.

All properties, independent of their values, shall be subject to disposition process as outlined in this policy.

The County Administrator, through the Finance Department (Procurement Division), shall provide to the County Council an annual report in the month of January, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30th, which report shall contain:

- a. Property names and addresses;
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- d. Surplus date;
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Proceeds from the sale of surplus real property will be credited as follows:

- a. If purchased with General Fund funds or previously donated to the County: proceeds will be credited to the General Fund Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.
- b. If purchased with Special Revenue funds: proceeds will be credited to the respective fund with which the purchase was paid from such Accommodations Tax, Hospitality Tax, Emergency Telephone, Economic Development, Transportation funds, etc.

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IV. Real Property Asset Classifications

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

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The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under \$25,000 may not require the professional services of a real-estate broker and may be disposed of through a sealed bid process.

VI. Relevant State Laws and County Ordinances

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

"...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property..."

Richland County Ordinance 2-29 states:

"Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County"

Richland County Ordinance 2-143 states:

"Procurement..."

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property"

VII. Definitions

As used in this policy, the following term shall mean:

Real property or Property. The term “real property” or “property” shall include lands, tenements, and hereditaments.

Real Estate Broker. A person who has taken education beyond the agent level as required by state laws and has passed a broker’s license exam. Brokers can work alone or can hire agents to work for them.

DRAFT

Real Estate Commissions
Economic Development Committee Meeting

February 5 2019

Overview

Richland County has added more than 500 acres to its inventory in the past five years. The goal in adding these properties is

Recommendation

Staff recommends the adoption of commissions as a practice with the following policies and procedures:

- 1) **Client Registration**: Commercial/industrial real estate brokers/agents shall submit to the Department of Economic Development a copy of an executed buyer/tenant representation agreement wherein the effective dates of such agreement are clearly spelled out. The registration shall clearly indicate which tract(s) of County-owned real estate are being exposed to the specific client. The Department will notify the broker/agent that the representation agreement has been received and accepted and placed in a confidential file in the Department's offices. Unless the Department receives a copy of an executed extension agreement from the broker/agent, then the registration will be voided by the Department as of the ending date in the original agreement.
- 2) **Raw Land Sales Commissions**: The County shall pay at the closing of the sale a commission of 3% on raw land where the total sales price or value is \geq \$1 million. The County shall pay at the closing of the sale a commission of 4% on raw land where the total sales price or value is $<$ \$1 million.
- 3) **Building Sales**: The County shall pay at the closing of the sale a commission of 3.5% on the total sales price or value of a building, to include the land upon which it is situated and all improvements thereto. In the case of County-owned "speculative" or "shell" buildings, the 3.5% commission shall be payable on the "as built" price or value, including the land and improvements thereto, as opposed to the "finished out" cost or value of the building.
- 4) **Building Leases**: The County shall pay a commission of 4% of the total cash-out value of a lease. The payment schedule of the commission shall be negotiated with by the broker on a case by case basis.

Assemblage: The County retains the right to contract with a single member of the industrial/commercial brokerage community on the assemblage of tracts of land, with or without multiple ownerships, as may be required for major economic development projects and-or for future business parks or other economic development purposes. The commissions paid for this service shall be negotiated on a case-by-case basis.

Richland County Council Request for Action

Subject:

Clarification – Sewer/Water Connection

Notes:

April 28, 2020 – The committee forwarded the item to Council without recommendation.



Agenda Briefing

Prepared by: Jani Hussain, Deputy Director

Department: Utilities

Date Prepared: December 13, 2020

Meeting Date: April 28, 2020

Legal Review	Elizabeth McLean via email	Date:	April 23, 2020
Budget Review	James Hayes via email	Date:	April 22, 2020
Finance Review	Stacey Hamm via email	Date:	April 22, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Clarification – Sewer/Water Connection		

Recommended Action:

1. For the Sewer/Water Project, staff recommends the following:
 - a. An offer of a free tap is solely for the valve connection at the sewer or water main. Residents that sign-up for free tap (sewer and water) shall be responsible to run the service lines from their homes/facility to the connection point. The connection point will be a valve(s) installed at the sewer main and a meter for water main by Richland County Utilities (RCU).
 - b. Residents that sign-up for free tap shall connect by January 30, 2021. Otherwise, free taps offered will be voided. If the construction of the Richland County Utilities' (RCU) line is not complete, then this timeline will be extended case by case.
 - c. Free tap is applicable only for residents with existing buildings.
 - d. The operation and maintenance of all water and sewer lines within private properties shall be the responsibility of the owner.

2. For existing sewer systems, staff recommends the following:
 - a. The homeowner will be responsible for the operation and maintenance of their system that is located on their property.
 - b. The homeowner must provide an executed agreement of system maintenance before RCU does any replacement of parts and components. The agreement must be between the current homeowner and RCU.

Motion Requested:

1. Move to accept staff's recommendations as outlined; or,
2. Move to deny staff's recommendations.

Request for Council Reconsideration: Yes

Fiscal Impact:

There will be a fiscal impact if Richland County Utilities installs or maintains sewer and water systems on the private properties. The County will not have the budget to absorb the maintenance and will have to stop other budgeted projects for next fiscal year.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The ongoing Southeast expansion project was recently approved to address multiple compliance issues with on-site wastewater facilities, improve the existing failing system, and overall meet the community’s needs. Prior to the project’s start, the County held public meetings with presentations to educate the community on project objectives and potential benefits. The project is designed to provide access to both public water and sewer for residents along the project lines. Some of the incentives presented for this project were:

1. No resident will be required to tap on to the system unless the resident wishes to; and,
2. Tap fee \$1,500 for water and \$4,000 for sewer service connection waived for residents along the design route if signed up before December 16, 2019.

The department has received several questions that require specific details about the offer of a free tap being provided to residents within the community. Outlined below are the major inquiries which require clarity :

1 Does the offer for a free tap include service lines connections to the sewer/water main:

The sewer line designed for the Southeast project are all pressurized lines; therefore, each service connection will require a pressurized unit (i.e. pump, tank and force mains) to connect to the public system. While the cost for a pressurized unit depend on the location of the house or facility, a preliminary cost estimate shows that each of these connections is a minimum of \$20,000 in addition to \$4,000 in tap fees. Similarly, the minimum cost for running water service lines from homes to water mains is estimated to be approximately \$2500 in addition to \$1,500 in tap fee. Currently, data from the sign-up sheet includes 100 people signed up for sewer and water connection for an estimated total cost of \$2.2million. The unit count along the design route allows for a potential of 300 extra sign-ups for sewer and water connections. Should the county pay for connection, it will incur additional costs beyond the budget for project execution. The current directive is that the owner of the facility/home is responsible for the installation of their service line, and is, therefore, responsible for connecting from their facility/home to RCU’s line.

2 Can a resident sign-up for free sewer and /water tap without plans for immediate connections:

The Utilities Department is designed to be self-supporting through user fees or charges for services. In view of this, the funding for the execution of this project is based on a rate study that assumes residents connected will pay monthly service charges. The department proposes that residents should sign-up for free taps only if they have plans for immediate connections. This will allow the department to recoup operation, maintenance, and capital (revenue bond) cost from monthly service charges for these connections.

3 Can a resident sign up for free sewer and/ water tap on a vacant lot:

The tap fee is based on daily flow calculated using SCDHEC's unit contributory loadings that vary with facility usage. It is, therefore, impossible to estimate how many taps a vacant lot will require at build-out. Free tap allocation is only feasible with existing buildings.

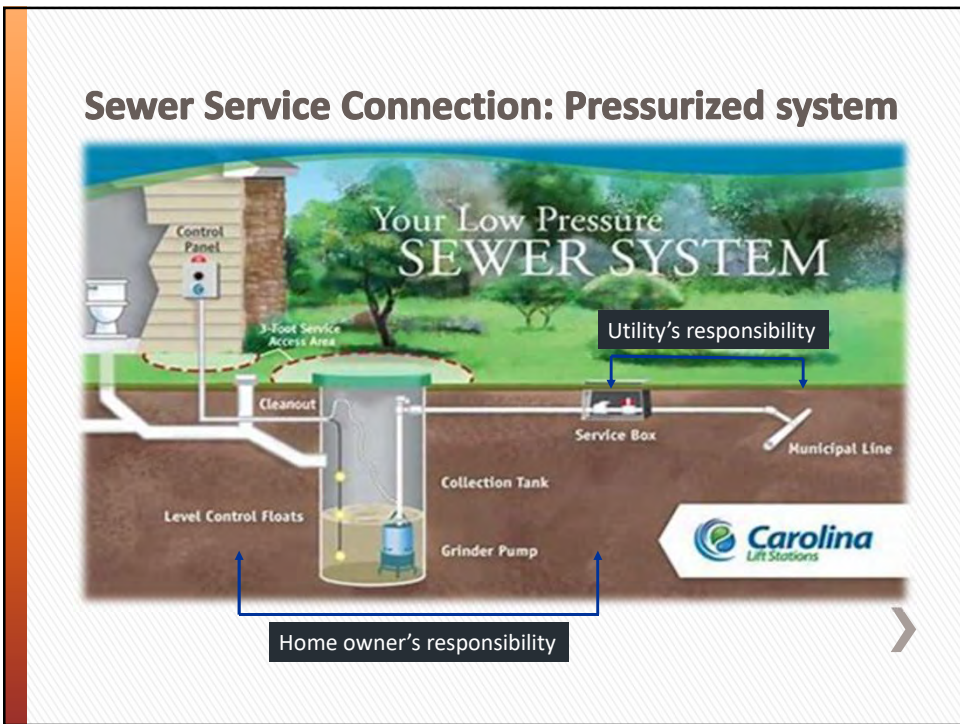
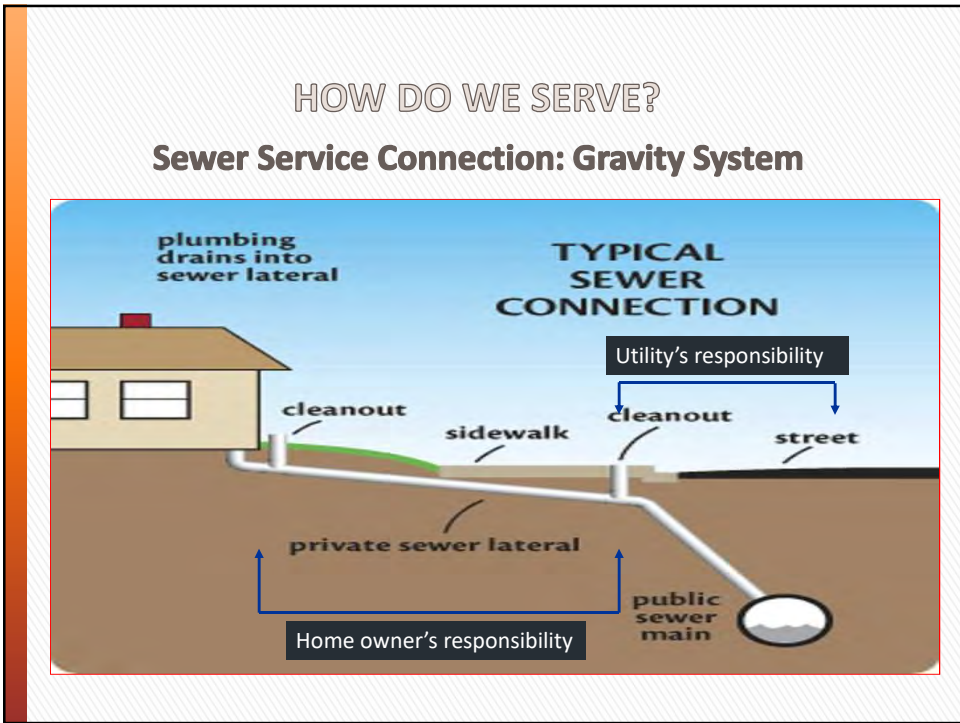
4 Who is responsible for maintaining service lines on private properties:

A service line is the portion of a water or sewer system that runs from a home or facility to the public mains. The industry standard requires these lines to be installed by the property owner on his/her property and to also be the responsibility of the property owner. To assume the responsibility of maintaining the service lines is cost-prohibitive, particularly with pressurize systems. Maintenance requirements for these systems can vary from replacing pumps, floats, service lines, upgrading control panels, and pumping out waste from individual homes during a power outage or natural disasters.

Currently, RCU has existing customers that have a pressurized sewer system (LETT or STEP systems) on their properties. RCU maintains these systems for customers who have an agreement executed before 2000. If the home was purchased in 2000 or later, the maintenance of the system is the homeowner's responsibility. For customers' systems we do not maintain, RCU continues to assist in troubleshooting the system when requested. RCU would like to streamline the maintenance responsibility and related costs by only assisting when requested and to not be responsible for maintaining the lines and the systems.

Attachments:

1. Utilities Service PowerPoint Presentation



Sewer Mains : Maintained and Operated by Utility

Force Main Sewer

Flow has to be "forced" through the main because gravity alone is not enough to move it.

Gravity Sewer

Flow uses gravity to get to pump stations and treatment plants.



Water Service connection

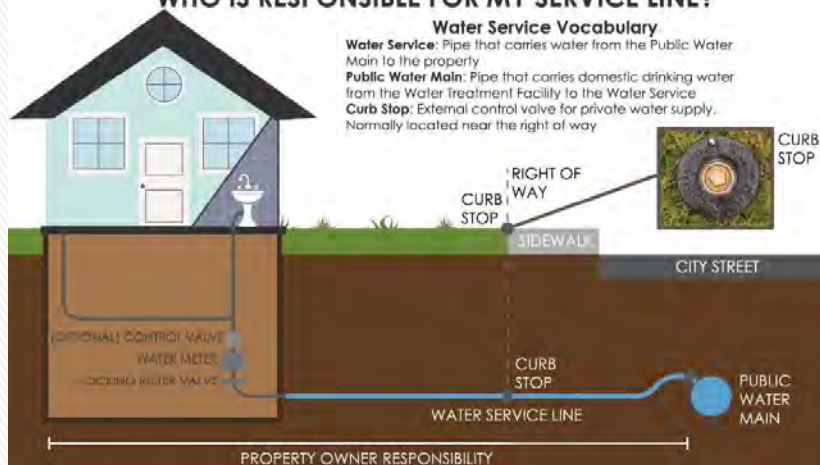
WHO IS RESPONSIBLE FOR MY SERVICE LINE?

Water Service Vocabulary

Water Service: Pipe that carries water from the Public Water Main to the property

Public Water Main: Pipe that carries domestic drinking water from the Water Treatment Facility to the Water Service

Curb Stop: External control valve for private water supply. Normally located near the right of way



OPERATION AND MAINTAINNCE SERVICES

➤ Maintenance

Tapping Sewer Line for Service Connection



Installation of Manhole



**INTERGOVERNMENTAL AGREEMENT
RELATING TO
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY**

*Richland County, South Carolina
City of Columbia, South Carolina
City of Forest Acres, South Carolina
Lexington County, South Carolina
The Central Midlands Regional Transit Authority*

This agreement (this "Agreement") is made and entered into as of July 2, 2013, by and among Richland County, South Carolina ("Richland County"), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the "State"); the City of Columbia (the "City of Columbia"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; the City of Forest Acres (the "City of Forest Acres"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; Lexington County, South Carolina ("Lexington County"), a body politic and corporate with such government rights, privileges and liabilities as other counties possess under the provisions of the general laws of the State; and the Central Midlands Regional Transit Authority (the "CMRTA"), a regional transportation authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has as its members Richland County, the City of Columbia, the City of Forest Acres and Lexington County.

WITNESSETH:

WHEREAS, the initial funding for the operation of the CMRTA, which was established in 2002, was provided from a number of sources, including funds from South Carolina Electric & Gas Co. ("SCE&G"), a subsidiary of SCANA Corporation, payments from the City of Columbia pursuant to an Agreement dated October 16, 2002, federal funds, and farebox revenues; and

WHEREAS, beginning in 2006, funding from SCE&G was decreased and in October 2009, the CMRTA received its final payment from SCE&G; and

WHEREAS, beginning in 2006, and continuing through June 30, 2013, funding for the CMTA from Richland County, the City of Columbia and Lexington County has been provided pursuant to the terms of an Agreement between the CMRTA and City of Columbia dated October 16, 2002, a Memorandum of Understanding and a series of Intergovernmental Agreements.

WHEREAS, as a result of a successful Referendum held in Richland County on November 6, 2012, the CMRTA will have a dedicated source of revenue for the continued operation of mass transit services including implementation of near, mid and long-term service improvements in the maximum amount of \$300,991,000 to be provided over not to exceed 22 years, which amount is approximately 29% of the available proceeds of a sales and use tax collected in Richland County beginning May 1, 2013.

WHEREAS, the parties to the Agreement now desire to establish the terms and conditions upon which the CMRTA shall receive and utilize its funding to provide a highly effective public transit system within Richland County and portions of Lexington County.

WHEREAS, Article VIII, Section 13 of the Constitution of the State provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

WHEREAS, by appropriate legislative enactment of Columbia City Council, Richland County Council, Forest Acres City Council, Lexington County Council and the CMRTA, the parties have authorized the execution and delivery of this Agreement by its Richland County Council Chairman, Mayor of the City of Columbia, Mayor of the City of Forest Acres, Lexington County Council Chairman, and Board Chairman of the CMRTA, respectively;

NOW THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

SECTION 1

DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

“2002 Agreement” shall mean the Agreement between the CMRTA and the City dated October 16, 2002.

“Board” shall mean Board of Directors of the CMRTA.

“City of Columbia” shall mean the City of Columbia, South Carolina.

“City of Forest Acres” shall mean the City of Forest Acres, South Carolina.

“Columbia City Council” shall mean the City Council of the City of Columbia, South Carolina.

“CMRTA” shall mean the Central Midlands Regional Transit Authority.

“Council” or “Councils” shall mean Richland County Council and Lexington County Council.

“County” or “Counties” shall mean Richland County and Lexington County.

“Enabling Act” shall mean the Regional Transportation Authority Law codified at Section 58-25-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Forest Acres City Council” shall mean the City Council of the City of Forest Acres, South Carolina.

“Lease Agreement” shall mean the Lease Agreement by and between the City of Columbia and the CMRTA relating to the transfer center located on Sumter Street and bus shelter located on Assembly Street, Columbia, South Carolina.

“Lexington County” shall mean Lexington County, South Carolina.

“Lexington County Council” shall mean the County Council of Lexington County.

“Plan of Service” shall mean the Transit Services provided in the Service Area.

“Richland County” shall mean Richland County, South Carolina.

“Richland County Council” shall mean the County Council of Richland County.

“Rural Transit Services” shall mean administrative, technical, operational and/or contractual support for the operation of transit services in the non-urbanized areas of Richland County as contemplated by Federal

Transit Administration Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas.

“Service Area” shall mean the geographic area in which the CMRTA is currently providing Transit Services, as such Service Area as may be amended from time to time.

“Service and Performance Standards” shall mean the objective criteria to be established by the Board including but not limited to fare box recovery ratios, passengers per hour, and passengers per mile, which shall be used to evaluate performance of individual components of the Transit Services.

“State” shall mean the State of South Carolina.

“Transit Services” shall include but not limited to: (i) fixed route; (ii) ADA Complementary Paratransit Service (Dial-A-Ride-Transit); (iii) shuttle/circulator service; (iv) neighborhood collector service; (v) service in rural areas; (vi) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (vii) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail, as shall be determined by the CMRTA Board.

“Transportation Penny” means the one percent (1%) sales and use tax imposed in Richland County and collected beginning May 1, 2013. Available proceeds of the Transportation Penny is the amount of sales and use tax revenue after deducting administrative expenses.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Richland County. Richland County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Richland County to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid, and binding obligation of Richland County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Richland County, threatened against Richland County, which in any manner questions the validity of any proceedings taken by Richland County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the City of Columbia. The City of Columbia represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Columbia to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Columbia, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Columbia, threatened against the City of Columbia, which in any manner questions the validity of any proceedings taken by the Columbia City Council in connection with this Agreement or wherein any unfavorable decision, ruling,

or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.03 Representations and Warranties of the City of Forest Acres. The City of Forest Acres represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Forest Acres to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Forest Acres, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Forest Acres, threatened against Forest Acres, which in any manner questions the validity of any proceedings taken by the Forest Acres City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.04 Representations and Warranties of Lexington County. Lexington County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Lexington County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of Lexington County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Lexington County, threatened against Lexington County, which in any manner questions the validity of any proceedings taken by Lexington County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.05 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it is a duly and lawfully constituted Regional Transportation Authority and has the authority to exercise all powers as provided in the Enabling Act.

(c) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(d) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

SECTION 3

MEMBERS OF THE AUTHORITY

3.01 Members in Richland County. Members of the Authority within Richland County shall be Richland County, the City of Columbia and the City of Forest Acres.

3.02 Members in Lexington County. Lexington County shall be a Member of the CMRTA so long as Transit Services are provided in Lexington County, upon the terms and conditions provided herein. If no Transit Services are provided in Lexington County, Lexington County shall cease to be a member of the CMRTA.

3.03 Additional Members. Additional Members may join in the CMRTA in the future as provided in the Enabling Act, with the consent of Members representing 90% of the population within the Service Area.

3.04 Advisory Members. Any political subdivision within Richland County, Lexington County, or any other county or municipality contiguous to the Service Area may become an Advisory Member of the CMRTA with the approval of the CMRTA Board of Directors.

SECTION 4

TRANSIT SERVICES; SERVICE AREA; PLAN OF SERVICE

4.01 Transit Services. The CMRTA shall provide or cause to be provided through one or more independent contractors Transit Services within the Transit Area. The CMRTA may enter into contracts or joint ventures with other transit service providers if necessary and appropriate.

4.02 Compliance with Regulations. Transit Services by the CMRTA shall comply with all State and Federal requirements.

4.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of Columbia, City of Forest Acres, portions of unincorporated area of Richland County and limited portions of Lexington County, as shown more specifically on Exhibit A.

4.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Saturday within the Service Area as shown more specifically on Exhibit A.

4.05 Service and Performance Standards. In establishing Service and Performance Standards, the CMRTA shall give priority consideration to the policy objectives of its Members including but not limited to (i) providing frequent convenient Transit Services in the current Service Area; (ii) providing Transit Services in rural areas; (iii) providing Transit services to suburban areas; and (iv) reducing traffic congestion and enhancing parking availability. The CMRTA shall utilize its Service and Performance Standards in determining changes in the Plan of Service.

4.06 Future Plans of Service. (a) With the dedicated source of local funding within Richland County as approved in the referendum and as provided for herein, the CMRTA shall make modifications, additions, improvements and enhancements to its Plan of Service which are consistent with its Service and Performance Standards and its Vision 2020, as copy of which is attached hereto as Exhibit B.

(b) The CMRTA will review its Plan of Service annually with the Members and cooperate with the Members in meeting current and future transit needs, objective and priorities.

(c) The CMRTA will work with the Central Midlands Council of Governments (CMCOG) to identify opportunities to provide Transit Services in connection with other counties contiguous to Richland County and Lexington County.

4.07. Rural Transit Services.

(a) The CMRTA is requesting that Richland County Council designate it as the direct sub-recipient of FTA Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas, administered through the South Carolina Department of Administration, which designation is necessary to enable the CMRTA to provide Rural Transit Services.

(b) Upon receiving such designation, the CMRTA shall:

(i) Work with the CMCOG, South Carolina Department of Transportation (SCDOT) and the Federal Transit Administration (FTA) to apply for and secure available grant funds to defray the costs of all aspects of providing Rural Transit Services including planning, studies, and operation and capital expenses.

(ii) Work with the CMCOG, SCDOT, FTA, and other public and private providers of Rural Transit Services to undertake a pilot/demonstration project by January 1, 2014, to provide Rural Transit Services in rural portions of the County. The Rural Transit Services offered through the pilot/demonstration project will be provided directly by the CMRTA or in conjunction with one or more public or private transit providers.

(iii) Work with the CMCOG, SCDOT and FTA to assist the CMCOG in undertaking a study of the demand for providing Rural Transit Services throughout the County. This study should be completed by April 1, 2014, or as soon as practicable, by the CMCOG and shall serve as the basis upon which the CMRTA will expend available grant funds in providing Rural Transit Services.

(iv) Work with appropriate County officials including the County Administrator and County Transportation Director to insure that the needs for Rural Transit Services in

Richland County are met. Annual reports, or more frequent reports, if requested, will be made to Richland County Council.

(c) Necessary funding in the form of local matching funds shall be provided by the CMCOG, if available, and the CMRTA through its allocation of the 1% special sales and use tax to match any federal or state funds allocated to CMTRA for the purposes of providing Rural Transit Services.

4.08 Future Service Area. Modifications to the Service Area shall be made as needed to reflect future Plans of Service.

SECTION 5

LOCAL FUNDING, FINANCIAL REPORTING

5.01 Richland County. The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny. The CMRTA agrees that all funding from the Transportation Penny shall be used only for budgeted costs of operations, capital and other expenses of providing Transit Services within or directly benefiting Richland County, the City of Columbia, the City of Forest Acres and other municipalities wholly within Richland County. Richland County shall make quarterly payments to the CMRTA no later than the 30th day (or as soon thereafter as practicable) of each month in which it receives a quarterly distribution from the State Treasurer.

5.02 Lexington County. Lexington County shall pay the CMRTA the full cost including operations and capital projects of any and all Transit Services provided within Lexington County. Each year, no later than July 1st, Lexington County and the CMRTA shall agree to Transit Services to be provided for that fiscal year and the costs thereof. Lexington County shall make quarterly payments no later than the last day of the first month of each quarter.

5.03 Financial Reporting Requirements. (a) The CMRTA shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the Members a written financial report to include a statement of revenue and expenses, cumulative, year-to-date results as well as comparative information for corresponding periods of the prior year. Payments under this Agreement may be withheld in any quarter until the financial report for the previous quarter is provided as referenced herein.

(b) The CMRTA shall provide a copy of its annual audited financial statements to the Members no later than 30 days after the annual audited financial statements are provided to the CMRTA Board.

5.04 Compliance. The CMRTA shall fully comply with the procedures and requirements set forth in Federal statutes and regulations and State statutes including but not limited to the Freedom of Information Act and the Enabling Act.

5.05 No Additional Financial Obligations. Other than amounts provided for pursuant to Sections 5.01 and 5.02 above, this Agreement imposes no financial obligations on any of the parties to this Agreement.

SECTION 6

BOARD OF DIRECTORS

6.01 Board of Directors. The CMRTA shall be governed by a Board of Directors with the authority and responsibilities set forth in the Enabling Act.

6.02 Voting Membership. The Board of Directors shall consist of 11 voting directors (“Voting Directors”) appointed as follows:

Richland County	3
City of Columbia	3
City of Forest Acres	1
Lexington County	1
Richland County Legislative Delegation	3

Each Member of the Authority hereby appoints its Voting Director(s) as shown on Exhibit C attached hereto. Voting Directors shall serve for the term indicated provided that each Voting Director shall serve until a successor has been appointed. A Voting Director may be removed from office by the appointing governing body for misconduct, malfeasance or neglect of duty in office.

6.03 Advisory Members. An Advisory Member of the CMRTA may appoint one advisory director (“Advisory Director”) to the Board. Advisory Director shall be non-voting and not included when determining the presence of a quorum.

SECTION 7

CONTRACTS; PROCUREMENT

7.01 Procurement Policy. The CMRTA shall manage its procurements under the terms of a Procurement Policy which complies with Federal and State requirements.

7.02 Contract Operator. The CMRTA will continue the procurement process currently underway relating to the services of a third party contract operator. The CMRTA shall take all reasonable and necessary actions to have a new contract with a third party contract contractor to be effective by April 1, 2014.

In entering into a new contract, the CMRTA shall include the following provisions:

- (a) As much financial transparency as possible, within the parameters of standards in the transit industry;
- (b) Performance standards expressed in measurable quantitative terms with financial penalties for failure to meet performance standards;
- (c) A term of five years, with renewal options not to exceed five years; and
- (d) To the extent allowed by Federal and State regulations, a goal to utilize local and minority vendors and service providers.

7.03 Expenditures of Local Funds. To the extent permissible by Federal and State regulations, the CMRTA shall establish and implement a program to encourage the expenditures of funds received from the Transportation Penny with small, local, minority enterprises.

SECTION 8

MISCELLANEOUS

8.01 Binding Nature of Agreement; Term of Agreement. This Agreement is intended to satisfy the requirements of the Enabling Act and shall inure to the benefit of and shall be binding in accordance with its terms upon the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council, the Board, and their respective successors in office. This Agreement shall remain in full and force and effect so long as the dedicated source of funding provided for here is available.

8.02 Implementation. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

8.03. Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party.

8.04. Default Remedies. Any non-defaulting party hereto may seek an injunction or order of specific performance to collect all amounts then due and thereafter to become due from the defaulting party and to enforce all obligations of the defaulting party under this Agreement.

8.05 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present, past, or future member, officer, agent or employee of the Richland County, City of Columbia, City of Forest Acres, Lexington County or the CMRTA in any way other than in his or her official capacity, and neither the members of the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council or the Board, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of Richland County, the City of Columbia, the City of Forest Acres, or the CMRTA contained in this Agreement.

8.06 Termination of 2002 Agreement. The 2002 Agreement between the CMRTA and the City of Columbia is hereby terminated. The CMRTA and the City of Columbia are each relieved of any further obligations under the terms of the 2002 Agreement.

8.07 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of Members of the Authority representing 90% of the population of the Service Area.

8.08 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

8.09 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8.11 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

8.12 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

8.13 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of Richland County for resolution of any dispute arising hereunder.

8.14 Further Resolutions or Ordinances. To the extent required by the laws of the State, Richland County, the City of Columbia, the City of Forest Acres, Richland County, and Lexington County agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

8.15 Notices. All notices or other communications hereunder shall be sufficiently given and shall

be deemed given when mailed by U.S. Mail addressed as follows:

If to Richland County:
Richland County, South Carolina
Attn: County Administrator
2020 Hampton Street
Columbia, South Carolina 29202

With a copy to:
Richland County, South Carolina
Attn: County Attorney
2020 Hampton Street
Columbia, South Carolina 29202

If to the City of Columbia:
City of Columbia, South Carolina
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217

With a copy to:
City of Columbia, South Carolina
Attn: City Attorney
P.O. Box 667
Columbia, South Carolina 29201

If to the City of Forest Acres
City of Forest Acres
Attn: City Administrator
Post Office Box 6587
Forest Acres, South Carolina 29260-6587

With a copy to:
City of Forest Acres
Attn: City Attorney
Post Office Box 687
Forest Acres, South Carolina 29260-6587

If to Lexington County
Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072

With a copy to:
Lexington County, South Carolina
Attn: County Attorney
140 E. Main Street
Lexington, South Carolina 29072

If to the CMRTA:
Central Midlands Regional Transit Authority
Attn: Executive Director
P.O. Box 214
Columbia, South Carolina 29202

With a copy to:
McNair Law Firm, P.A.
Attn: Francenia B. Heizer, Esquire
Post Office Box 11390
Columbia, South Carolina 29211

SECTION 9

THIRD PARTY BENEFICIARIES

9.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

RICHLAND COUNTY, SOUTH CAROLINA

By: 
Its: Chairman, Richland County Council

SEAL)

ATTEST:

By: 
Its: Clerk to Richland County Council

Date: September 11, 2013

CITY OF COLUMBIA, SOUTH CAROLINA

By: Aeresa Wilson

Its: Mayor or City Manager

SEAL)

ATTEST:

By: Eustace Moore

Its: Clerk to Columbia City Council

Date: September 12, 2013

CITY OF FOREST ACRES, SOUTH CAROLINA

By: Frank Bruner

Its: Mayor

SEAL.)

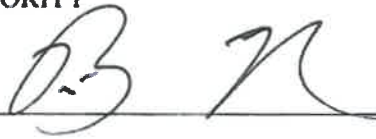
ATTEST:

By: Heather A. Green

Its: Clerk to Forest Acres City Council

Date: August 13, 2013

CENTRAL MIDLANDS REGIONAL TRANSIT
AUTHORITY

By: 

Its: Chairman, Board of Directors

SEAL)

ATTEST:

By:  Simon H. Wood

Its: Secretary, Board of Directors

EXHIBIT A
ROUTE MAP
[SEE ATTACHED]

- Higher Education:**
- 1 University of South Florida
 - 2 University of Tampa
 - 3 Hillsborough Community College
 - 4 University of South Florida - Lakeland
 - 5 University of South Florida - Clearwater
 - 6 University of South Florida - St. Petersburg
 - 7 University of South Florida - Sarasota
 - 8 University of South Florida - Manatee
 - 9 University of South Florida - Polk
 - 10 University of South Florida - DeSoto
 - 11 University of South Florida - Alachua
 - 12 University of South Florida - Volusia
 - 13 University of South Florida - Citrus
 - 14 University of South Florida - Levy
 - 15 University of South Florida - Suwannee
 - 16 University of South Florida - Bradford
 - 17 University of South Florida - Clay
 - 18 University of South Florida - Duval
 - 19 University of South Florida - Nassau
 - 20 University of South Florida - Santa Fe
 - 21 University of South Florida - Alameda
 - 22 University of South Florida - Duval
 - 23 University of South Florida - Nassau
 - 24 University of South Florida - Santa Fe
 - 25 University of South Florida - Alameda

- Other Landmarks:**
- 1 St. Pete Beach
 - 2 Clearwater Beach
 - 3 Dunedin Beach
 - 4 Indian Rocks Beach
 - 5 Madeira Beach
 - 6 Palm Beach
 - 7 St. Petersburg Beach
 - 8 Tarpon Beach
 - 9 Treasure Island
 - 10 West Beach
 - 11 Yachats Beach
 - 12 Clearwater
 - 13 Dunedin
 - 14 Indian Rocks
 - 15 Madeira Beach
 - 16 Palm Beach
 - 17 St. Petersburg
 - 18 Tarpon
 - 19 Treasure Island
 - 20 West Beach
 - 21 Yachats

- Other Landmarks:**
- 1 Clearwater
 - 2 Dunedin
 - 3 Indian Rocks
 - 4 Madeira Beach
 - 5 Palm Beach
 - 6 St. Petersburg
 - 7 Tarpon
 - 8 Treasure Island
 - 9 West Beach
 - 10 Yachats

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- Other Landmarks:**
- 1 Clearwater
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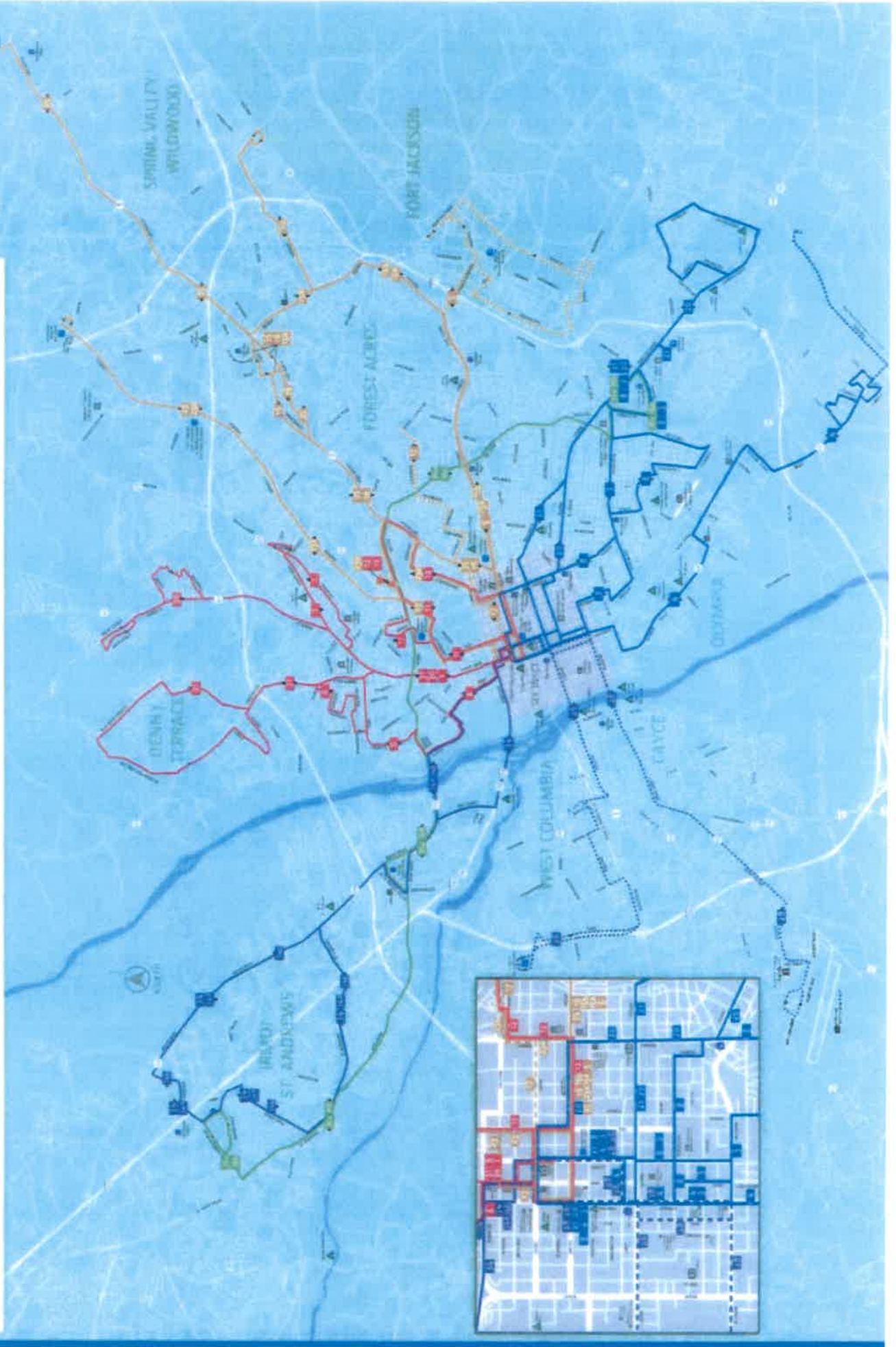


EXHIBIT B

VISION 2020

[SEE ATTACHED]



VISION : 2020

Operations Roadmap

Vision: 2020 presented by the Central Midlands Regional Transit Authority (CMRTA) proposes a new direction and approach to public transportation in the Midlands that will create a more innovative, connected and accessible system to facilitate a better quality of life for all Richland County citizens.

The conversion of compressed natural gas (CNG) as a new fuel source for the CMRTA's transit fleet will not only be a major investment in the infrastructure for CMRTA- helping the system save up to 40% of fuel cost while mitigating its impact on the environment, but it will also create much-needed infrastructure for the entire region that allows local businesses and governments to use and develop cleaner, American homegrown energy while boosting the economic development potential for the entire region.

The development of high-frequency service along high-capacity corridors will provide greater connectivity and added convenience for riders during peak hours so that they can get to work, school and retail in a more efficient manner.

The CMRTA will also restructure service to begin serving neighborhoods with lower-density routes with smaller buses to directly connect riders with the higher-capacity transit corridors. This change will enhance efficiency, provide opportunity for increased ridership and better connect neighborhoods to the downtown business corridors.

With new technologies and improved infrastructure the CMRTA will create a more intelligent transit system. Some of these measures include implementing the automated vehicle locator (AVL) and enhanced GPS- tracking to provide real-time arrival and departure information for riders so that they can more efficiently plan their trips using their smart phones or the

redesigned CMRTA website. And the new smartcard fare payment technology will allow riders to quickly and easily recharge their transit passes at terminals to speed rider commutes.

All of these innovations and service enhancements will enable a more robust, accessible service for the citizens of Richland County to live, to work and to play. Increased frequency, more coverage and greater connection will contribute to a higher quality of life for all.

The Central Midlands Regional Transit Authority's *Vision: 2020* reflects a new philosophy and approach to service. *Vision: 2020* is simply about growing ridership by providing amazing service for our transit riders while constantly attracting new customers and building community-wide support. By focusing on job connectivity, job growth and livable communities, CMRTA services will become a transportation *style*. *Vision: 2020's* operational plan targets improving existing services, creating new services and bringing about innovative technologies/infrastructure to support current and future riders. The changes include:

- **ENHANCED SERVICES: High-Capacity Transit Corridors and Local Routes:**
 - Traditional transit but with high frequency to make riding transit easy and convenient.
 - Ridership rates are well-above other routes with high demand for more services.
 - Enhancements target frequency, expanded evenings and restored Sundays.
 - Local routes will build on existing successful services and connect people with jobs and shopping. These services will see high frequency peak hours, as supported by ridership.
- **NEW SERVICE TYPE: Limited Stop Express (LSE) Routes:**
 - Travels along major metro transit corridors, stopping only at major intersections, transfer points, large employment areas and retail centers.
 - Limited Stop Express routes are designed to operate both directions to serve suburban and metro commuters. Initially, these routes will only operate during peak periods. Service will expand as supported by ridership.
- **NEW TECHNOLOGY: Compressed Natural Gas (CNG):**
 - **Compressed Natural Gas (CNG):** As part of its environmental commitment and emphasis on supporting American industry, CMRTA will actively pursue CNG as its fuel type for its transit fleet. CMRTA's leadership in this area brings considerable federal funds and investment that can act as a catalyst for alternative fuel use in the Midlands.

- By opening the first permanent natural gas fuel station to the Midlands, it opens to doors to other fleets from Richland County, City of Columbia, State of South Carolina, University of South Carolina and School Bus fleets.
- CMRTA will pursue a strong public-private partnership to bring CNG fuel to the retail market, allowing private citizens to purchase flex fuel, natural gas or hybrid-gas vehicles and fuel for local or regional travel. Emerging green technology—such as bio-gas production—will help establish new industries in the Midlands.
- Natural gas has lower tailpipe emissions, is a US-based fuel product that creates US jobs, costs about 40% less than diesel fuel and permits CMRTA to stretch its dollars even-farther. It is very expensive to build the on-site infrastructure and buy the new transit fleet.
- **NEW SERVICE TYPE: Neighborhood Service & Flex Routes:**
 - Redesigns low-productivity transit routes and uses small buses in neighborhoods to directly connect people with high-capacity transit corridors.
 - Flex routes allow buses to leave neighborhood service routes to pick-up or drop-off customers in low-density areas. Usually operate in peak service only but use dial-a-ride options in mid-day, evening and on weekends.
 - Creates more independence and ridership options for persons with disabilities and the elderly.
 - High ridership and strong fare collection allows the small services to grow into full-service transit routes.
- **NEW SERVICE TYPE: Park & Ride Express Routes:**
 - Dedicated service to parking areas with express service to major employment sites via the region's interstate highway network but will also circulate through downtown to minimize transfers.
 - Connect people with jobs or events (downtown employers, events/concerts, USC, etc.) over a longer distance.
 - Operates only during peak periods or dedicated event times. All routes will travel into downtown Columbia in the morning and from downtown Columbia in the afternoon with connections to other routes.
 - Allows metro workers to reach suburban retail areas for employment while suburban service increases access to metro job markets.

- **Transit Technologies:** Compressed Natural Gas (CNG) buses; real time arrival and departure information for transfer points and smart phones; web-based transit trip planning and trip matching services for ride-share and vanpool programs; new shelters and benches to match the service types; and a new downtown transit center to support downtown revitalization.

High-Capacity Transit Corridors and Enhanced Local Routes:

- **Corridor #1: N. Main/Columbia College:** Enhanced to 30-minute all-day service, later evenings, enhanced weekend and restored Sunday service. Key residential and retail corridor with service to Columbia College and Eau Claire Community Center.
- **Corridor #2: Palmetto Health Richland/Farrow Rd:** Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sunday service. Will use neighborhood and flex services on weekends to connect to other routes. Key access to Palmetto Health, SC Health Department and large state employment sites.
- **Corridor #3: Two Notch Rd:** 30 minute all-day service with new Limited Stop Express route during peak periods to provide near 15-minute service during peak travel times; restore evenings, enhance weekends and restore Sundays. Will enhance a major retail, residential and employment corridor that will reduce auto traffic and connect with new services to the Village at Sandhill.
- **Corridor #4: Forest Dr:** Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sundays. Possible Limited Stop Express to Ft. Jackson for support workers and families attending Army graduation ceremonies/events. Route supports a growing retail and residential corridor.
- **Corridor #5: Assembly/Bluff Rd.:** Enhanced to 30-minute peak service and 60-minute midday service. Will use neighborhood and flex services on weekends to connect to other routes. Enhances transportation for University of South Carolina students and workers to campus with increased access to special events at Williams-Brice Stadium and State Fairgrounds. High use by students from the University of South Carolina/Midlands Technical College will allow for 20-minute frequency all day.
- **Corridor #6: Devine/Garner's Ferry:** Enhanced service for the entire area, expanding to Greenlawn Ave. with 30-minute all-day service. A new Hopkins Limited Stop Express route during peak periods will provide near 15-minute service during peak travel times. Restores evenings and Saturdays with Sunday neighborhood service and flex services. Enhanced service to Midlands Technical College, Benedict College housing, Veterans' Administration Hospital and Shandon community.

- **Corridor #7: Broad River/Harbison:** Enhanced with 30-minute peak frequencies; enhanced evening and weekend service, including Sundays. Expanded frequency to Dutch Square Mall, state employment centers and Harbison Rd. retail/employment sites. High ridership builds toward a downtown-to-shopping weekend express service.
- **Downtown Circulator:** This high-frequency service into downtown Columbia creates the opportunity for a downtown circulator at a much lower cost. As buses arrive downtown, they will depart the new transit center and “orbit” downtown to connect the north and south ends to include Bull and Assembly streets. Quick access to downtown high-rises, University of South Carolina campus and The Vista without having to transfer routes to get there.

Neighborhood Service Routes & Flex Routes:

- **Eau Claire:** Connects Earlewood, Sunset Rd. and Eau Claire neighborhoods with Broad River and N. Main corridors. Fixed route services give customers quick access to shopping or connections into downtown and Palmetto Health Richland.
- **Colonial Dr./W. Beltline:** Connects the neighborhoods between N. Main St. and Two-Notch Rd. to downtown with connections at Farrow Rd. providing increased opportunity to reach job centers.
- **Monticello Rd./Denny Terrace:** Flex Route with possible dial-a-ride service to connect Denny Terrace, Eau Claire and N. Main St. communities with evening/weekend service.
- **Fairfield Rd./ Wilson Rd.:** Flex Route with possible dial-a-ride service to connect the Wilson Rd. and Northeast Richland County with the N. Main St and Farrow Rd. corridors. Allows for evening and weekend transit services.
- **Forest Acres:** Flex Route with possible dial-a-ride service to connect Forest Acres with Two Notch, Forest Dr. and possibly Devine/Garner’s Ferry. Allows for evening and weekend transit services.
- **Millwood/Shandon:** Flex Route with possible dial-a-ride service to connect The Millwood and Shandon areas with the Forest Dr. as well as Devine/Garner’s Ferry Corridors. Also provides connections into Five Points and the University of South Carolina campus. Allows for evening and weekend transit services.
- **Rosewood Dr.:** Connects Hollywood/Rose Hill/Rosewood neighborhoods with the Devine/Garner’s Ferry and the Assembly/Bluff Rd. high frequency corridors with access at Midlands Technical College and Assembly St. Allows for evening and weekend transit services.

- **Bush River Rd./St. Andrews:** Connects the Bush River Rd. St. Andrews area with the shopping and employment areas of Bower Parkway, Harbison Rd. and Lake Murray Blvd. and the new Palmetto Health Parkridge. Allows for evening and weekend transit services.

New Routes Enhanced Local Routes & Neighborhood Service/Flex Routes

- **Two Notch Road Local:** Creates a new local service along Two Notch Rd. that operates between Columbia Place Mall and the Village at Sandhill. This route will operate bi-directionally to take commuters to job centers in both the city and suburbs.
- **Two Notch Road Limited Stop Express:** Creates a Limited Stop Express that operates from downtown Columbia along Two Notch Road to Columbia Place Mall (or beyond). This route will make limited stops only at major points of interest to our customers. This route will operate bi-directionally bringing commuters to job centers in the city and out to the suburbs. Service will operate during peak periods.
- **College Special:** Connects various off-campus apartments for the University of South Carolina, Allen University and Benedict College students, to the entertainment district of Five Points. This route will operate from Bluff Road to Two Notch Road via Blossom/Harden Streets.
- **Hopkins Limited Stop Express:** Limited Stop Express between Hopkins and downtown Columbia via Garners Ferry Road. Service during peak periods will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- **Gamecock/Event Shuttles:** Shuttles to connect downtown Columbia restaurants, hotels and parking garages and The Vista to Williams-Brice Stadium. This enhanced-fare service will provide circulator-style transit in the downtown Columbia/University of South Carolina areas, based on demand.
- **Rural Transportation:** Key to a successful transportation plan is a service as diverse as its communities. Rural communities have distinct needs, focused mainly on access to employment centers and medical care. Solutions—developed in conjunction with communities—will include dedicated van pool programs, volunteer rideshare programs and CMRTA technical support for private transportation providers. These services will plug outlying communities into the metro transportation network for access to higher education, medical care and employment. As demand builds, new fixed routes and park and rides will follow.
- **Expanded DART service** for persons with disabilities as service areas grow, as well as access to all fixed routes, and all dial-a-ride/flex services.

New Routes Enhanced Park & Ride Express routes

- **Northwest (I-26) Express:** New service from I-26 Exit 97 (Peak) through Columbiana Mall (Harbison) and then back to I-26 into downtown Columbia. Service will operate during peak periods will take commuters to job centers into the city and out to the suburbs.
- **Northeast (I-77) Express:** New service from Blythewood through Killian Road, Palmetto Health Richland to downtown Columbia. Service will operate during peak periods. This route will operate toward Columbia in the mornings and toward Blythewood in the afternoons.
- **East (I-20) Richland Express:** Creates a service that operates from the Village at Sandhill via Clemson Road, I-20, Columbia Place Mall, Palmetto Health/ Richland Hospital to downtown Columbia. Service will operate during peak periods. This route will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- **Gamecock/Event Shuttles:** New Park & Ride routes from the Northwest, Northeast and East Richland Park & Ride locations for University of South Carolina football games and special events. This premium-fare service will provide round trip express services from key locations to downtown for game day activities based on demand.

Innovations for Partnerships & Transit Technologies

- **Downtown Circulator:** In addition to the emphasis on connecting workers, students and visitors throughout downtown, new partnerships within the Richland/Columbia area will permit the creation of a circulator to connect hotels, convention centers and restaurants.
- **Dedicated Job-Center Routes:** As new industry arrives and existing businesses expand, shift work at major employment sites can become more challenging and can create increased burden on the local infrastructure (traffic, lack of surface parking). New partnerships with large employers allows for specialized transit routes (open to the public) from downtown to industrial parks, warehouses or manufacturing centers.
- **Lexington County Transportation Options:** While focused on Richland County as the primary funding source, Lexington County and its many towns and communities will have access to similar programs and services on a pay-as-you-go basis. Several high-capacity transit and Park & Ride corridors exist in Lexington County the opportunity to add neighborhood service and flex/dial-a-ride programs services in outlying communities.

- **University & Commuter Connections:** CMRTA's 2013 programs to begin connecting students to transit will begin with new lower-cost fare options for students to encourage more use by high school & college students. Partnerships with universities, school districts and major employer locations will allow us to connect a whole new passenger base with a whole new set of commute options.
- **Intelligent Transit Systems (a sample of popular technologies):**
 - CMRTA will take the next step in technology by adding automated vehicle location (AVL) to allow real-time arrival and departure information for customers at stops or on smart phones.
 - GPS-tracking on buses can help trigger lights to turn green on major corridors helping push the buses through clogged city traffic and speed up commute times.
 - New technology will text passengers when their buses will arrive (with user-defined settings) and even let them track the closest bus while waiting on the street corner and use web-based trip planning on the new CMRTA web-site.
 - Smartphone apps for visitors can link them to transit and QRT/bar-code technology around town can tell tourists about routes and services on-the-go.
 - Smartcard fare payment technology will allow customers to ride with the tap of their card and can recharge their transit passes at terminals (similar to an ATM). This also provides real-time bus arrival information, general passenger information and advertising revenue for the system.
- **Rider Amenities (a sample of popular amenities):**
 - An improved downtown Transit Center with off-street bus access and off-street waiting areas. The new downtown transit center will give customers a more secure, convenient and cleaner way to ride transit services. Buses will no longer line up downtown for route transfers therefore downtown sidewalks will be easier to navigate for pedestrians. Customers will be able to catch their buses at the same gate every day to improve reliability and get them home on time.
 - New buses for all routes and services are vital to improving CMRTA services.
 - New buses for major corridors will be state-of-the-art, low-floor buses. New, on-board technologies will announce major stops, digitally display the cross-streets and include on-board security cameras. New ergonomic seating with stainless steel interiors (and on-board Wi-Fi for Park & Ride routes) will create the look and feel of a light-rail train car.

- **New neighborhood service and flex route buses will be smaller, less expensive to operate and more neighborhood friendly. In addition to being quieter, they have a lower profile, take up less of the road and support the feeling of community. They are less expensive to purchase and permit service in new areas until ridership grows.**
- **Larger-capacity bicycle racks to support growing use of transit for bicyclists—in partnership with business and employers—will encourage riders to bike to the route and ride transit to their destination.**
- **Brand new benches, shelters and signs with enhanced services at Super Stops and neighborhood connection points will feature solar lighting; reflective decals and real time arrival information at enhanced stops will make for safer and more convenient transfers. Trash and recycling bins will make it easier to keep the areas clean and neat. All bus stop signs will be replaced with high visibility signage to include the route and travel information.**

EXHIBIT C
BOARD OF DIRECTORS

Richland County Appointees - 3

Kelvin Washington Term _____

Mac Bennett Term _____

Jennifer Harding Term _____

City of Columbia Appointees - 3

Brian Newman Term _____

Derrick Huggins Term _____

Ron Anderson Term _____

City of Forest Acres Appointee - 1

Jake Broom Term _____

Lexington County Appointee - 1

Lil Mood Term _____

**Richland County Legislative Delegation
Appointees - 3**

Joseph Neal Term _____

Caroline Whitson Term _____

Tiffany Johnson Gunn Term _____

City of Cayce Advisory Member

Skip Jenkins

City of West Columbia Advisory Member

Myron Corley

LEXINGTON COUNTY

By: _____



Its: Chair or County Administrator *March 26, 2019*

(SEAL)

ATTEST:

By: _____



Its: Clerk to Lexington County Council

Date: _____, 2019



The vote was in favor.

- d. Procurement Review Panel - 2** – Mr. Malinowski stated the committee recommended appointing Mr. Allen Brown.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

II. ITEMS FOR ACTION

- a. CMRTA Board Terms** – Mr. Malinowski stated the committee recommending approving the following language: “I move that the three Richland County appointees to the CMRTA Board continue to serve with the 1, 2, and 3 year terms assigned alphabetically; therefore, Mac Bennett will serve the one year term, Jennifer Harding will serve the two year term, and Kelvin Washington will serve the three year term. Thereafter, all appointees shall each serve a three year term. If approved, this action will be contingent on similar action being taken by the City of Columbia regarding its appointees.”

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

- b. Ordinance providing for the appointment of Ex Officio members to public bodies whose membership is appointed by the governing body of Richland County. The**



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: April 20, 2020 **Meeting Date:** April 28, 2020

Legal Review		Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:	Assistant County Administrator	John Thompson, Ph. D	

Committee Subject: Project Describes to Bring Costs Back Under Referendum Amounts

Background Information:

Since the implementation of the Penny Tax, the program has experienced a significant amount of cost increases. These increases throughout the last several years are primarily due to the increase in the cost of construction and materials, project overdesigns and the cost of utility relocations that were not originally included in the Parsons Brinckerhoff study (the study that was the basis for the project list and project costs included in the referendum).

Transportation staff has revisited most projects that are not currently under construction to see if the scope of these projects can be reduced to bring their costs back down to referendum amounts. The only projects that were not re-evaluated are greenways and sidewalks since Council already approved a path forward on those categories. A summary of these re-evaluations can be seen in the Transportation Project Summary (Attachment 1). A detail of each project re-evaluation can be seen in the Over-Referendum attachment (Attachment 2) and Under-Referendum attachment (Attachment 3).

Recommended Action:

Staff recommends Option 1, shown in the Transportation Project Summary (Attachment 1). This option recommends re-scopes as presented in Attachments 3 and 4 in order to complete all projects in Appendix A of the Ordinance Referendum (Ordinance 039-12HR as amended).

Motion Requested:

Move to approve the Recommended Action.

Request for Council Reconsideration: No

Fiscal Impact:

None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

None

Attachments:

- (1) Transportation Project Summary
- (2) Over-Referendum Project Re-Evaluations
- (3) Under-Referendum Project Re-Evaluations
- (4) Level Of Service Exhibit

Transportation Project Summary

General

Since the implementation of the Penny Tax, the program has experienced a significant amount of cost increases. These increases throughout the last several years are primarily due to the increase in the cost of construction and materials, project overdesigns and also the cost of utility relocations that were not originally included in the Parsons Brinckerhoff study (the study that was the basis for the project list and project costs included in the referendum).

To date, some of the projects whose construction is already complete had costs that were less than their referendum amounts. These remaining funds can be applied to other projects.

In order to bring the program back into the total program budget, all projects that are not currently under construction were re-evaluated to determine a path forward. The two options available to best achieve this goal are:

Option 1: Evaluate the remaining projects in order to de-scope them based on the following criteria:

1. Addressing and improving safety issues (based on crash data analysis)
2. Addressing and improving traffic capacity\flow issues (traffic study data)
3. Economic development

Option 2: Complete projects in each category based on their rank. This will require that some projects not be completed.

Safety

Currently safety on their roadway system is one of the top goals for the South Carolina Department of Transportation (SCDOT). This is due to South Carolina roadways having such a high fatality rate, including drivers, motorcyclists, and pedestrians. See **Table 1** below for Richland County fatalities from January 1 through December 8 over the last several years. Addressing safety issues should be a top priority for Richland County as well.

Table 1 – Richland County Fatality Data (SC Dept. of Public Safety)

2019	2018	2017	2016
46	48	48	62

The following roadways near the proposed project locations had fatalities occurring during their crash data analysis timeframes: Atlas Rd. between Shop Rd and Garners Ferry (1), Broad River Rd. (1), Shop Rd. (2), and Decker Blvd. (1).

Also for the projects where crash data was provided, all had crashes during the analysis timeframe that had injuries as the result of the crashes.

Recommendation

The Transportation Department recommends proceeding with option 1. This will allow at least some portion of every project voted in by Richland County citizens to be completed. It is recommended to evaluate and address any safety issues with each project first. If a project does not have a specific safety issue, it is then recommended to apply the second criteria and address traffic capacity\flow issues. Finally, if a project does not specifically address safety or capacity\flow issues, it will be evaluated to determine any economic development benefits which only applies to three projects.

The remaining projects not under construction have been broken up into two groups: Under Referendum Amount and Over Referendum amount. The above mentioned process has been applied to each group, with the following exceptions:

1. Sidewalks – Council has already approved completing the first 50 out of 56 projects
2. Dirt Road Paving Program – The number of roads completed will automatically be capped at the referendum amount
3. Resurfacing Program - The number of roads completed will automatically be capped at the referendum amount
4. Greenways – Council has already approved changes to the Greenway to stay within the referendum amount
5. Bikeways - The number of bikeways completed will automatically be capped at the referendum amount

See **Table 2** for a list of completed construction projects, their referendum amounts, their original cost estimates, and their final costs.

See **Tables 3.A and 3.B** for a list of remaining projects not under construction, their referendum amounts, their revised cost estimates based on descopes, and their projected cost savings.

Tables 4.A-D show how many projects can be completed if no projects are descoped. The projects in each category are listed in ranked order.

Table 2 – Completed Projects

Project	District	Referendum	Original Estimate	Final Cost
Bluff Widening Ph. 1	10	\$11,400,000 *	\$9,598,720	\$9,724,498
Clemson\Rhame Int.	8, 9	\$3,500,000	\$4,096,203	\$3,852,225
Broad River\Rushmore	2	\$3,700,000	\$1,213,739	\$1,196,893
Farrow\Pisgah Church	7	\$3,600,000	\$2,243,860	\$2,068,722
N. Springs\Risdon	8, 9	\$1,800,000	1,936,802	\$1,883,943
Summit\Summit Ridge	8, 9	\$500,000	\$1,425,120	\$1,407,819
Kennerly\Coogler	1	\$1,900,000	\$2,736,144	\$2,598,629
Wilson\Pisgah Church **	7	\$3,600,000	\$0	\$405
Wilson\Killian ***	7	\$2,600,000	\$0	\$405
Zoo Ped. Bridge	5	\$4,000,000	\$3,345,525	\$3,345,525
Innovista Ph. 1	5	\$17,897,970	\$18,119,764	\$17,897,970
Shop Ext. Ph. 1	10	\$35,163,888	\$35,163,888	\$32,446,866
Lincoln Tunnel	4, 5	\$892,739	\$1,496,947	\$1,512,061
Ped. Improvements	3-10	\$2,836,080	\$1,136,080	\$802,664
TOTAL		\$93,390,677	\$82,512,792	\$78,738,625

* Amount from original referendum amount plus \$1.8M from outside funding

**Wilson\Pisgah Church Rd. Intersection was completed by SCDOT.

*** Wilson\Killian Intersection was completed by SCDOT.

There is approximately \$14,652,052 remaining from these completed projects.

Table 3.A – Remaining Projects Over Referendum And Not Under Construction

Project	District	Referendum	Original Estimate	Descope Estimate
Atlas Widening	10,11	\$17,600,000	\$45,308,464	\$36,300,000
Bluff Ph. 2	10	\$8,800,000 *	\$40,341,854	\$3,500,000
Blythewood Widening	2	\$8,000,000	\$13,208,127	\$13,208,127
Broad River Widening	1	\$29,000,000	\$39,663,756	\$30,000,000
Lower Richland Widen.	11	\$6,100,000	\$6,708,092	\$5,000,000
Polo Widening\Bike	8-10	\$13,875,853	\$15,865,241	\$10,600,000
Shop Widening	10	\$33,100,000	\$46,461,612	\$32,000,000
Spears Creek Church	9,10	\$26,600,000	\$49,492,027	\$20,000,000
Pineview Rd.	10,11	\$18,200,000	\$39,927,057	\$8,000,000
Bull\Elmwood Inter.	4	\$2,000,000	\$3,798,911	\$3,798,911
Clemson\Sparkleberry	9,10	\$5,100,000	\$12,780,946	\$12,500,000
Screaming Eagle\Perc.	9,10	\$1,000,000	\$3,105,147	\$1,600,000
TOTAL		\$169,375,853	\$316,661,234	\$176,507,038

* Amount leftover from combined phases 1 and 2 referendum amount

Table 3.B – Remaining Projects Under Referendum And Not Under Construction

<u>Project</u>	<u>District</u>	<u>Referendum</u>	<u>Original Estimate</u>	<u>Descope Estimate</u>
Blythewood Area Impr.	2	\$21,000,000	\$13,000,000	\$13,000,000
Leesburg Widening	10,11	\$4,000,000	\$4,000,000	\$4,000,000
I-20 Interchange	2,4,5	\$52,500,000	\$52,500,000	\$52,500,000
Garners Ferry\Harmon	11	\$2,600,000	\$1,583,878	\$50,000
Shop Ext. Ph. 2	10,11	\$42,300,000 *	\$40,112,788	\$27,000,000
Innovista Ph. 3	5	\$5,700,000 *	\$23,907,450	\$0
Kelly Mill Rd.	2,9	\$4,500,000	\$4,500,000	\$4,500,000
Commerce Dr.	5,10	\$5,000,000	\$5,000,000	\$5,000,000
Broad River Corridor	2,4,5	\$20,435,500	\$21,818,057	\$14,200,000
Crane Creek NIP	4,7	\$14,385,000	\$14,385,000	\$8,000,000
Decker\Woodfield NIP	3,8,10	\$12,343,000	\$13,156,741	\$8,000,000
Trenholm NIP	3	\$5,390,658	\$5,390,658	\$4,900,000
Bikeways	2-11	\$22,008,773	\$22,008,773	\$22,008,773
TOTAL		\$212,162,931	\$221,363,345	\$163,158,773

* Amounts left over from original referendum amounts after earlier phases were completed.

Total Referendum Amounts	-	\$381,538,784 (Excludes projects under construction)
Total Original Estimates	-	\$538,024,579
Total Descope Estimates	-	\$339,665,811

If descope recommendations are approved, the new estimates will be \$41,872,973 under the referendum amount. Adding this to the approximately \$14,652,052 leftover from completed projects, there is estimated to be roughly \$56,525,025 remaining. Options to use this funding are 1) as a reserve for any needed contingencies if the descope estimates need to be adjusted, 2) put towards completing more Dirt Road Paving or Resurfacing projects, or 3) put towards completing additional sidewalk projects.

However, as shown in the projects highlighted in red in **Tables 4.A-B**, to proceed down the ranked list and complete the projects with their original scopes, four widening projects and one intersection project will not be constructed.

Table 4.A – Remaining Widening Projects Without Descopes

Category	Project	Referendum	Original Estimate
Widening	Leesburg Rd.	\$4,000,000	\$4,000,000
Widening	Lower Richland Blvd.	\$6,100,000	\$8,738,400
Widening	Bluff Area Impr.	\$16,700,000	\$40,341,854
Widening	Polo Rd.	\$12,800,000	\$15,865,241
Widening	Pineview Rd.	\$18,200,000	\$39,927,056
Widening	Shop Rd.	\$33,100,000	\$44,011,687
Widening	Atlas Rd.	\$17,600,000	\$44,797,948
Widening	Blythewood Rd.	\$8,000,000	\$14,713,963
Widening	Broad River Rd.	\$29,000,000	\$39,663,756
Widening	Spears Creek Church	\$26,600,000	\$49,492,027
TOTAL		\$172,100,000	\$301,551,932

Table 4.B – Remaining Intersection Projects Without Descopes

Category	Project	Referendum	Original Estimate
Intersection	Garners Ferry\Harmon	\$2,600,000	\$1,583,878
Intersection	Clemson\Sparkleberry	\$5,100,000	\$12,780,946
Intersection	Bull\Elmwood	\$2,000,000	\$3,798,811
Intersection	Screaming Eagle\Perc.	\$1,000,000	\$3,107,149
TOTAL		\$10,700,000	\$21,270,784

Table 4.C – Remaining Special\NIP Projects Without Descopes

Category	Project	Referendum	Original Estimate
Special	Shop Ext. Ph. 2	\$42,300,000	\$40,112,788
Special	Kelly Mill Rd.	\$4,500,000	\$4,500,000
Special	Innovista Ph. 3	\$5,700,000	\$23,907,450
Special\NIP	Broad River Corridor	\$20,435,500	\$14,200,000 *
Special\NIP	Crane Creek	\$14,385,000	\$8,000,000 *
Special\NIP	Decker\Woodfield	\$12,343,000	\$8,000,000 *
Special\NIP	Trenholm	\$5,390,658	\$4,900,000 *
Special	Commerce Dr.	\$5,000,000	\$5,000,000
TOTAL		\$110,054,158	\$108,620,238

* NIP project estimates are listed as the revised estimates after the removal of landscaped medians, lighting, mast arms, and undergrounding of utilities.

Table 4.D – Remaining Other Projects Without Descopes

Category	Project	Referendum	Original Estimate
Interchange	I-20\Broad River	\$52,500,000	\$52,500,000
Bikeways	Bikeways	\$22,008,773	\$22,008,773



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: April 3, 2020 **Meeting Date:** April 28, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee

Subject: Greene Street Phase II Geotech-Material Testing Contract

Background Information:

Richland County currently has three vendors on its On-Call Geotech-Materials Testing list. Solicitation RC-331-P-2020 was advertised specifically to these three vendors in order to procure geotechnical and material testing services for the Innovista Phase II/Greene Street Phase II project. Two out of the three vendors responded to the solicitation. The responding vendors are listed below.

1. F&ME
2. S&ME

Recommended Action:

Recommend award to the highest ranked offeror, S&ME for not to exceed \$222,072.00 and a 10% contingency of \$22,072 to provide for potential, unexpected costs.

Motion Requested:

Move to approve the Recommended Action.

Request for Council Reconsideration: Yes. Time sensitive

Fiscal Impact: None

Motion of Origin: This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion: All vendors were provided access to the construction plans, specifications, and timeframe for the project so that they would have the same information in which to submit a proposal. Their cost proposals are developed from assumptions they make based on the project plans and specifications. Therefore, cost proposals are estimates and may not reflect the final cost for their services by the end of the project.

Attachments:



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: April 3, 2020 **Meeting Date:** April 28, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:	Assistant County Administrator	John Thompson, Ph. D	

Committee Subject: Innovista – Greene St. Ph. II CEI Services Contract Approval

Background Information:

Richland County currently has eight (8) vendors on its On-Call Construction, Engineering & Inspection (CE&I) list. Solicitation RC-314-P-2020, CE&I for the Innovista – Greene St. Ph. II Project was advertised on Bid Express to these eight vendors. There were six (6) respondents that are listed alphabetically below.

1. Brownstone
2. Civil Engineering Consulting Services
3. Mead & Hunt
4. Neel-Shaffer, Inc.
5. Michael Baker Intl.
6. Parrish & Partners

Recommended Action:

At the April 21, 2020 Council Meeting, Council expressed its wishes to not award contracts to qualified vendors who are in current litigation with Richland County.

Subsequent to this decision by Council, the recommendation is to award the Innovista – Greene St. Ph. II Project, CE&I services to, Parish and Partners, LLC in the negotiated amount, not to exceed \$815,820.44. Additionally, recommend to approve a contingency amount of \$81,520 for authorized overtime.

Motion Requested:

Move to approve the Recommended Action.

Request for Council Reconsideration: Yes. Time Sensitive

Fiscal Impact: None

Motion of Origin:

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion: Following normal procurement procedures for evaluation and award of professional services contracts, the highest ranked offeror would typically be recommended for award following successful negotiation on their proposed price to the County. At the April 21, 2020 Council meeting, Council decided it was not advantageous for the County to award a contract to a vendor that was in litigation with the County. As such, a motion was made and passed with a vote of 6-2-3 to “accept the advice from staff and move to the next highest ranked bidder”. (North Main CE&I Contract)

To comply with the intent of Council discussed at the meeting and voted, the recommendation in the case of Greene Street CE&I contract , is to award to the next highest ranked offeror from the ranking report.

The Council has the option to reject all bids and start the process over again which would have severe impact to the project in cost and schedule.

Attachments:

Fiscal Impact: None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

Attachments:

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by: Jani Hussain, Deputy Director

Department: Utilities

Date Prepared: April 15, 2020

Meeting Date: May 05, 2020

Legal Review	Elizabeth McLean via email	Date:	April 27, 2020
Budget Review	James Hayes via email	Date:	April 27, 2020
Finance Review	Stacey Hamm via email	Date:	April 27, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Subject:	Fairfield County's Proposed Wastewater Treatment Facility (WWTF)		

Recommended Action:

Richland County Utilities' (RCU) staff recommends that Richland County, as a member of the Environmental Planning Advisory Committee (EPAC), vote "No" to the proposed Fairfield County WWTF at EPAC's May 20, 2020 meeting.

Motion Requested:

Move to approve the staff's recommendation, as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no associated fiscal impact.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The population of Fairfield County has been declining; the projected population will be only 27,000 in 2050, stated by Mr. Jason Taylor Fairfield County Administrator. This number is less than the population at its peak from 1880 to 1910. Despite this, the construction of a WWTF has been proposed to boost the local community and bring business and development to the county where more jobs will be available.

The options presented for this project are:

- Construct a WWTF with a capacity of 2 million gallons per day (MGD) expandable to 4 MGD.
- WWTF discharge to Big Cedar Creek with an estimated cost of \$30M.
- WWTF discharge to Broad River with an estimated cost of \$40M.
- Connect to the City of Columbia's sewer system by constructing 40 miles of pipes with an estimated cost of \$87M.

Even though the proposed WWTF uses membrane bioreactor (MBR) tertiary treatment technology, which has been increasingly used over the past ten years throughout the world, downstream impacts on the environment, other facilities, and jurisdictions are essential considerations to be weighed. These considerations might have severe negative ramifications in the future. Here are a couple of links where researchers provide several failures of MBR technology.

<https://www.sciencedirect.com/science/article/abs/pii/S0011916410005618>

https://www.researchgate.net/post/What_are_the_most_limitations_and_disadvantages_of_Membrane_bioreactor_MBR_process

In general, many reservations are mentioned about this WWTF, which may be summarized as follows:

- The discharge from this facility will be directed to Big Cedar Creek.
- Contamination of drinking water of private wells owned by residents.
- Negative impact on aquatic species in Big Cedar Creek.
- Residents are worried about their quality of life but also endangerment of their children who play around Cedar Creek.

Furthermore, it will negatively impact the water quality of Cedar Creek, especially during dry seasons. The negative impact on the environment includes deleterious effects on fish and wildlife populations, river oxygen reduction, limits on recreational water use and quality of life, and human health concerns as well (USGS, n.d.). The proposed WWTF will have a long-term environmental impact on the Richland County residents since they are on the downstream side. It is worth mentioning that the major part of the downstream path of the WWTF discharge is located in Richland County. Therefore, Fairfield County should choose another alternative since they are available, which should not be at the expense of Richland County residents' health.

Besides, this plant will affect the permitting of Richland County Broad River WWTP, resulting in spending more money to treat the effluent. With the Big Cedar Creek discharging in such proximity to the BRR WWTP effluent, the pollution loading will be consolidated in such small confines. As the BRR WWTP expands to meet the projected swell in the county's NW area customer base, the concentration of impurities will have to be curtailed to minimize our impact on the environment. Removal of contaminants such as Biochemical oxygen demand (BOD), Ammonia, Phosphates, and pathogens will

necessitate the installation, operation, and continued maintenance of complex components if we are to maintain the same biological cumbering at the discharge of the Broad River WWTP. The Utilities staff recommend County Council sending letters to DHEC and Central Midlands Council of Governments (CMCOG) strongly opposing Fairfield County proposal to build new plant.

Additional Resources:

USGS. (n.d.). Retrieved from Water Science School: https://www.usgs.gov/special-topic/water-science-school/science/wastewater-treatment-water-use?qt-science_center_objects=0#qt-science_center_objects

Attachments:

1. South Carolina Department of Environmental Health and Control - Detailed Description of Permitting Process for Wastewater Treatment Systems
2. Draft Richland County Council Letter to SCDHEC

Detailed Description of Permitting Process for Wastewater Treatment Systems

scdhec.gov/environment/bureau-water/sanitary-sewers/wastewater-construction/permitting-wastewater-10

I. General Information

Upgrades of Wastewater Treatment Systems That Are Not Expansions

For wastewater treatment system upgrades without an expansion, a preliminary engineering report (PER) and plans and specifications are submitted to the appropriate Section of the Bureau. These wastewater treatment system upgrade projects have multiple phases which are:

Each phase must be completed via Bureau approval before the project can go to the next phase. However, depending on the complexity of the upgrade, the PER and plans and specifications may be combined and submitted together.

New or Expanding Wastewater Treatment Systems

For new or expanding wastewater treatment systems, a preliminary engineering report (PER), effluent disposal permit application, and plans and specifications are submitted to the appropriate Section of the Bureau. These wastewater treatment system projects have multiple phases which are:

Preliminary Engineering Report

Effluent Disposal Permit (NPDES or Land Application System Permit)

Plans and Specifications (construction permit application)

Operational Approval

Each phase must be completed via Bureau approval before the project can go to the next phase.

There is no application fee for a PER and while there is not an application fee for an effluent disposal permit, there are annual operating fees. The first year's fee must be paid with no proration before the effluent disposal permit can be issued. Once an effluent disposal permit is issued, fees are assessed annually to persons who hold effective permits on July 1st of each year. This includes non-operational facilities even if the facility has not been built and continues until the permit is canceled. Therefore, any facility with an active operating permit on July 1st is subject to the fee for the state Fiscal Year (July 1-June 30) with no proration of fees.

On existing facilities, inspection for closure by DHEC personnel does not automatically cancel a permit. Cancellation of a permit does not dismiss outstanding permit fees. It is your responsibility to advise DHEC in writing of any change and/or cancellation of a permit. If possible, for facilities that close toward the end of the Fiscal Year, it is recommended that requests for cancellation be submitted to the Department at least ninety (90) days prior to July 1. This will ensure your permit is canceled before July 1 so you will not be billed the next Fiscal Year for an active permit on a facility that has closed.

If in the future you need to cancel your permit, notify:

NPDES/ND Permit Administration
DHEC
2600 Bull Street
Columbia, SC 29201

To be conservative, new or expansion projects should be submitted at least one year prior to the date a construction permit will be needed while upgrades should be submitted at least six months in advance. The actual review time will vary. This will depend upon the complexity of the project, whether a public hearing is required on the effluent disposal permit, whether the effluent disposal permit is appealed, and the workload of the Bureau when the project is submitted.

II. Permit Process Phases

Preliminary Engineering Report (PER) Phase

A PER is required for all wastewater treatment system projects. See [Regulation 61-67](#) for details.

a. Submittal Package

A complete administrative package must be submitted by an engineer registered in SC. The submittal package must include the following information:

1. A transmittal letter outlining the submittal package.
2. Three (3) copies of a PER prepared according to Regulation 61-67, entitled "Standards for Wastewater Facility Construction." The consulting engineer's registration stamp must be on each report.
3. For new and expanding wastewater treatment systems, an effluent disposal permit application. For facilities with a surface water discharge, the effluent disposal permit application will be the NPDES permit application. For facilities with land application of the effluent (spray irrigation, tile field, rapid infiltration, etc.) the "Application for a Land Disposal System Permit" will be used.
4. Three (3) copies of the report on the method of sludge disposal, if applicable.
5. If the wastewater treatment facility has land disposal as the proposed method of effluent disposal, three (3) copies of a report on the proposed groundwater monitoring program. This report should give the number and location of the existing and proposed monitoring wells. It should also contain the proposed parameters to be monitored and their frequency of analysis.
6. Three (3) copies of an 8 ½" x 11" location map.

The PER submittal package should be sent to the appropriate Section Manager of the Bureau at the following address: Bureau of Water

DHEC

2600 Bull Street

Columbia, SC 29201

An incomplete submittal may be returned. Therefore, please ensure the submittal package contains the correct number of copies of each item. Also, ensure the appropriate effluent disposal permit application is completely filled out and signed by the appropriate person. We recommend a preliminary conference with a member of the appropriate Section if there are any questions about the PER process.

b. Administrative Processing

Upon receipt of a PER, the project will normally be assigned to a member of the Section handling the project within a week of receipt. An acknowledgment letter will normally be sent to the consulting engineer. If the PER has been assigned, this letter will contain the name and telephone number of the project manager and an estimated review time. If the PER has not been assigned, the letter will give an estimated time for assignment and review.

c. Effluent Limitations Guidelines

For certain categories of industries, the EPA has developed effluent limitations that give the maximum allowed loading for parameters of concern for the industry based upon its production. These limitations or allowed loadings are contained in the Effluent Limitations Guidelines promulgated by the EPA as federal regulations for most categories of industries. These limitations are equivalent to secondary treatment limitations for that category of industry. The NPDES application requires the applicant to determine if effluent guidelines are applicable to their facility. The Bureau will review the applicant's determination on whether or not an Effluent Limitation Guideline exists for the category of industry being proposed.

For a project with an Effluent Limitation Guideline that is proposing a surface water discharge, the effluent limitations will first be established using the EPA standards. Then, a wasteload allocation will be established using the procedure in the following paragraphs. The final effluent limitations will be based on the more stringent of the wasteload allocation limits or the Effluent Limitation Guideline limits.

d. Wasteload Allocations for Surface Water Discharges

For surface water discharges, the Bureau will establish a wasteload allocation for the receiving stream. Two regulations will be used in this procedure. Regulation 61-69, entitled "Classified Waters," lists the classification of those streams classified by name. For a stream not classified by name, Regulation 61-68, entitled "Water Classifications and Standards," establishes the stream classification. Section C, paragraph 5 of this regulation states the following: "Where surface waters are not classified by name in "Classified Waters," (Regulation 61-69), the use classification and numeric standards of the stream to which they are tributary apply, disregarding any site-specific numeric standards for that water body." Regulation 61-68 also gives the narrative and numeric standards for all waters of the state.

Almost all surface water discharges must provide a minimum degree of treatment. For industries with a federal Effluent Limitation Guideline, the

guideline will provide the minimum degree of treatment. For domestic wastewater, the minimum degree of treatment will be secondary treatment as defined by the EPA. Secondary limits for domestic wastewater on a monthly average are as follows:

BOD5 - 30 mg/l (lagoons or trickling filters may qualify for 45 mg/l)
Suspended Solids - 30 mg/l (lagoons may qualify for 90 mg/l, while trickling filters may qualify for 45 mg/l)

If the secondary limitations or the Effluent Limitation Guidelines do not meet stream standards, then more stringent limitations will be established to protect the water quality of the receiving stream.

The wasteload allocation procedure for oxygen demanding substances normally uses a computerized mathematical model of the receiving stream. This model simulates the effect of the discharge on the dissolved oxygen (DO) in the stream. Numerical effluent limits for five day BOD, ammonia, DO, total residual chlorine (TRC), etc. will be established.

For conservative parameters, such as metals, that cause, or have the reasonable potential to cause, or contribute to a violation of water quality standards, effluent limitations for the parameter will be established using a simple mass balance approach to ensure water quality standards will not be violated. These limits will protect the water quality standards of the stream as given in Regulation 61-68.

Also, the Bureau publication entitled "Toxics Control Strategy, An Implementation Plan for Water Quality Protection Under R.61-68 and R.61-9" will be used to establish the NPDES permit requirements on whole effluent toxicity and toxic compounds.

Water quality data from the Bureau monitoring stations will be used, when available, in deriving effluent limits. At times more data or a detailed study will be needed to evaluate the proposed discharge. The Bureau will perform or require the permittee to perform whatever sampling or study is necessary to evaluate the proposed discharge.

For discharges to ditches or wet weather streams, the Bureau publication entitled "Guidelines on the Acceptance Policy Governing Wastewater Discharges to Dry and Wet Weather Streams, and Dry Ditches" will be used in the review of the PER. In general, a discharge to a wet weather stream or a ditch will not be viewed favorably.

At times a receiving stream's assimilative capacity must be allocated among

discharges. For the designated 208 Planning areas of the State, the responsible COG will divide the allowed loading according to their procedures. For the non-designated areas of the State, the Bureau divides the allowed loading using a procedure for allocation of assimilative capacity which has been adopted in the State's 208 Plan for the Non-Designated Areas. For more information, please visit our NPDES WEB page on [Allocation of Stream Assimilative Capacity](#).

e. Antidegradation Considerations

In accordance with [Regulation 61-68](#), entitled "Water Classifications and Standards," proposed or expanding discharges to "high quality" surface waters can only be permitted if the Department finds, after intergovernmental coordination and public participation, that allowing lower water quality is necessary to important economic or social development in the areas where the waters are located. "High Quality" waters are those waters whose quality exceeds levels necessary to support propagation of fish, shellfish, and wildlife, and recreation in and on the water. Therefore, on all new or expanding discharges, the Department will conduct an antidegradation review to determine whether or not the discharge can be allowed.

f. Sludge Considerations

If the wastewater treatment facility will generate sludge the effluent disposal permit will indicate the approved method of sludge handling. If the approved method of sludge handling is land application, the land application requirements will be included in the effluent disposal permit. For more information, please visit our NPDES/ND WEB page on [Sludge & Septage](#).

g. Coordination with other DHEC Programs and other Entities

Other DHEC staff (outside of permitting) may be involved in the project review depending on the scope of the project. Examples of programs areas include:

- Regional Office (field visits for new discharge proposals)
- Shellfish Program (evaluating impacts on shellfish harvesting)
- Recreational Waters Program (evaluating downstream regulated swimming areas)
- Drinking Water Program (evaluating water intake issues)

For existing facilities, a review of the Bureau's wastewater treatment plant files and operating history of the facility will be conducted. This will be to see if any problems exist or if enforcement action has been or will be taken that will prevent the approval of the PER. For new discharges, the Bureau may request the permit applicant to provide a compliance history on other similar permits issued to them by other States or the EPA. A history of violations of an existing effluent disposal permit may result in a disapproval of a PER on an expansion. The decision on the preliminary approval will be made based on the severity of the problems.

For facilities in the coastal zone, the PER review will be coordinated with DHEC's Office of Ocean and Coastal Resource Management (OCRM). An information form on the project will be sent to OCRM. They will decide whether the project is in compliance with the Coastal Zone Management Plan. If they need any additional information on the project, they will request it directly from the consulting engineer. While OCRM does not normally certify PERs (in contrast to permits), their input is helpful to the development of the plans and specifications.

The PER review will be coordinated with the appropriate COG. An information form on the project will be sent to the COG. They will decide whether the project is in compliance with the approved Water Quality Management Plan (208 Plan). If they need any additional information on the project, they will request it directly from the consulting engineer. Some COGs charge the permit applicant a fee for this certification. The Bureau will normally require COG certification for an approval during the PER phase of a project.

h. Land Disposal Permits

For land disposal projects, the effluent limitations normally will be established as secondary. If secondary limitations will not protect the quality of the groundwater, more stringent effluent limitations will be established.

A site inspection will be conducted by the Groundwater Quality Section of the Bureau to confirm the suitability of the proposed land application site. Also, this Section will review the soils characterization report and approve the construction of the groundwater monitoring wells. The monitoring wells must be installed in accordance with Regulation 61-71, entitled "Well Standards and Regulations." As with surface water discharges, if Shellfish, Water Supply, and Recreational Waters are involved, comments will be received from the appropriate program area(s).

See Section 505 of [Regulation 61-9](#) for specific requirements on several types of land application systems.

i. PER Approvals and Extensions

Upon receipt of all comments and the completion of the PER review, a decision will be made. A letter of approval or disapproval will be sent to the consulting engineer and/or the permit applicant. All approvals will be conditional upon the public notice requirements of the effluent disposal permit. PER approvals will normally be valid for one hundred eighty (180) days. Also, approval of a PER is not a commitment by the Bureau to issue an effluent disposal permit or construction permit.

If an approval expires or is within thirty (30) days from expiring, the consulting engineer can make a written request to the project manager to extend the approval. Extensions will be granted after a reevaluation of the proposed project shows the proposal is still acceptable.

Effluent Disposal Permit Issuance Phase

a. Draft Permit

After approval of a PER, the appropriate effluent disposal permit will be drafted by the Bureau project manager. For surface water discharges, this permit is the NPDES permit, while, for land disposal systems, the permit is the Land Application System permit commonly called a No Discharge (ND) permit. The draft permit will contain the proposed effluent limitations, monitoring requirements, reporting requirements, and other obligations of the permittee. The draft permit will be processed according to [Regulation 61-9](#), entitled "Water Pollution Control Permits." For more information, please visit our WEB page on the [NPDES Permit Program](#) and the [Land Application Permit Program](#).

b. Coordination with Other Entities

The draft permit will be sent to the permittee and the appropriate Regional Office of EA. They will be given twenty (20) days to comment on the draft permit. Also, major NPDES permits (as defined by the EPA) will be sent to the EPA for comments. They will be given thirty (30) days to comment on the draft permit. The comments will be reviewed and the draft permit will be modified if necessary.

c. Public Notice of Intent to Issue

The Bureau will then place the draft permit with an intent to issue statement on public notice for thirty (30) days. The public notice will appear in a newspaper of general circulation in the area of the project. Four (4) signs will be posted in the area surrounding the discharge point or wastewater treatment facility site. Also, the Bureau will mail a copy of the public notice to persons on the Bureau's NPDES/ND mailing list. The public notice will request interested citizens, groups, etc. to send their comments on the draft permit to the Bureau. The public notice with the intent to issue statement is not a commitment by the Bureau to issue the proposed permit.

d. Review of Comments and Public Hearing

After the public notice period, the Bureau will review the comments received. If the Bureau does not receive comments, the Bureau staff will review the project file and decide to issue or deny the proposed permit. If the Bureau receives comments and they show significant cause or sufficient public interest, a public hearing will be held.

A public notice announcing the public hearing will be published in the same newspaper used to publish the intent to issue the draft permit. Also, everyone who sent a comment to the Bureau will receive a copy of the public notice on the hearing. The public notice on the hearing will give at least a thirty (30) day notice on the date of the hearing. It also will contain the time and place of the hearing. Normally, the public hearing will be held in the evening in the general area of the proposed project.

At the public hearing, the Bureau will present the draft permit and the preliminary decision. The permittee will be given the opportunity to make a brief oral presentation. The public will then have the opportunity to make comments. A court reporter will record the hearing and provide the Bureau a copy of the hearing transcript. This transcript will be available for review by the public.

e. Staff's Final Determination

Bureau staff will review the project file, the hearing record (if a hearing was held), and any other documents or information necessary to make a final determination. Based on this review, a final determination will be made by Bureau staff to:

- Issue the permit as proposed,
- Issue the permit with modifications, or
- Deny the permit.

Plans and Specifications (Construction Permit Application) Phase

Submittal of a set of plans and specifications as part of the application for a permit to construct is given below and then described.

a. Submittal Package

A complete administrative package must be submitted by an engineer registered in SC. The submittal package must include the following information:

1. A transmittal letter outlining the submittal package.
2. Three (3) sets of plans and specifications stamped by the consulting engineer.
3. The original application for permit to construct properly filled out with the appropriate signatures and two (2) copies.
4. Three (3) copies of the easements necessary to build the project. This is not needed if the project is owned by a public entity with the right of eminent domain.
5. Three (3) copies of the appropriate design calculations including flow and pump station calculations with the pump curves.
6. Three (3) copies of an 8 ½" x 11" location map. This should be separate from the plans. Therefore, even if there is a location map on the plans there still needs to be a separate map on an 8 ½" x 11" sheet of paper with two (2) copies.
7. One (1) overall layout sheet separate from the plans. This layout must show the wastewater treatment plant in relation to existing streets. This sheet will be sent to the Development Board when the project is permitted.
8. The appropriate fee as given in Regulation 61-30, entitled, "Environmental Protection Fees.

The submittal package should be sent to the attention of the appropriate Section Manager of the Bureau at the following address:

Bureau of Water
DHEC
2600 Bull Street
Columbia, SC 29201

An incomplete submittal may be returned. Therefore, please ensure the submittal package contains the correct number of copies of each item with proper signatures.

b. Administrative Processing

The review of construction projects will be on a "first come/first serve" basis by each program area. Therefore, construction plans and specifications will be reviewed in chronological order based on the submittal date of the complete package. Upon receipt of a construction permit application package, the project will be placed in line for review.

An acknowledgment letter will normally be sent to the consulting engineer for the project. For a complete submittal, this letter will usually give an estimated time before the project will be assigned to a member of the Section handling the project for review. Normally, the reviewer of the PER will also review the plans and specifications.

Also, for a complete submittal, the requests for comments from the entities involved in the permitting process will be sent when the project is initially received. The requests will be sent to the appropriate Regional Office of EA, the appropriate Council of Governments, and OCRM for projects in coastal counties.

c. Plan Review

When a project is assigned to a reviewer, the project will be reviewed on a technical and administrative basis. The administrative review will involve ensuring the Bureau coordinates with the appropriate entities besides the entities already requested to provide comments when the project was initially received.

On an upgrade of an existing facility without an expansion where the PER and plans and specifications are submitted together, a review of the Bureau's WWTP files will be conducted to see if any problems exist or if any type of enforcement action has been or will be taken that will prevent the issuance of a construction permit.

The technical review will be done using criteria in Regulation 61-67 and, as appropriate, criteria in "Recommended Standards for Sewerage Works" (commonly called "Ten State Standards"), EPA design manuals, EPA Development Documents and standard reference books commonly used in the field of wastewater treatment.

d. Construction Permit Issuance

When the project meets all administrative and technical requirements, a construction permit will be issued. The original permit will be sent to the project owner and a copy will be sent to the consulting engineer.

The construction permit will have two expiration dates. The first date will be the expiration date if construction does not start by the specified date. Normally, this date will be one year after the date of issue. The second expiration date will be the expiration date if construction is not completed by the specified date. Normally, this date will be two years from the date of issue. However, either of these dates may be coordinated with the Bureau's Enforcement Section, as appropriate. In any case, an enforceable schedule in an order or effluent disposal permit dictates.

Operational Approval Phase

a. Construction

After the Bureau issues the construction permit, the project can be built. The consulting engineer will perform construction inspections as required by the application for permit to construct. Also, DHEC may perform construction inspections.

b. Authorization to Place the System into Service

When construction is complete, the consulting engineer will send a letter to the appropriate Regional Office of EA certifying the project is built according to the permitted plans and specifications. Also, additional items may need to accompany the letter of construction certification such as:

1. A copy of the record drawings.
1. A letter of final acceptance for ownership, operation and maintenance of the system from the appropriate entity.
2. When applicable, a letter from OCRM stating their certification requirements have been met.
3. Pump test results, if applicable.

Contact the applicable EA Regional Office to obtain specific details on a submission package.

c. As-built Plans

If construction is not according to the approved plans and specifications but the changes are acceptable to the consulting engineer, as-built plans must be submitted to the appropriate Section for review and approval. The submittal package for as-built plans must include the items in the following box.

This submittal package must be mailed to the appropriate Section Manager. The administrative review process for as-built plans and specifications will be essentially the same process as given in the sections entitled "Administrative Processing" and "Plan Review." However, there will normally be no coordination with the COGs, OCRM, etc. on the review and approval of as-built plans, unless a new permit is required based on the changes being significant.

After approval of the as-built plans, the consulting engineer will send a letter to the appropriate Regional Office certifying the project is built according to the approved as-built plans and specifications. The procedures given in the section entitled "Authorization to Place the System into Service" will be followed for granting authorization to place the system into service.

If the Bureau does not approve the as-built plans, the project must be rebuilt according to the approved plans and specifications. After the contractor rebuilds the project according to the approved plans and specifications, the consulting engineer will send a letter to the appropriate Regional Office certifying the project is built according to the approved plans and specifications. The procedures given in the section entitled "Authorization to Place the System into Service" will be followed for issuance of the final approval to operate.

April 27, 2020

Mike Marcus, Ph.D.
Chief
Bureau of Water
South Carolina Department of Health & Environmental Control (DHEC)
2100 Bull Street
Columbia, South Carolina 29201

Dear Dr. Marcus:

We have received complaints from the constituents of Richland County that live along the Big Cedar Creek about the Fairfield County proposal to build a new wastewater treatment plant. Fairfield County states that the treated wastewater will discharge into the Big Cedar Creek. The majority of this creek runs through Richland County and is a source of drinking water for many residents and is also a recreational area for children. The residents informed us that the Big Cedar Creek is dry during some months, which means that the treated water from the proposed waste water treatment facility would be the only water source in the creek.

Based on Fairfield County Council's April 15, 2020 meeting, they discussed the use of Membrane bioreactor (MBR) technology for this waste water plant. Even though the technology has been in use for two decades and has data showing the pros and cons, we are concerned that dumping into the Big Cedar Creek could adversely impact the citizens who live and play around this creek. Fairfield County has other options such as connecting to the City of Columbia or even expanding and/or upgrading the existing Winnsboro wastewater plant.

We would like DHEC's support to ensure that the permit for this proposed facility goes through a rigorous review process and it is Richland County Council's preference to deny the project.

Sincerely,

Paul Livingston
Chair
Richland County Council

Cc: Richland County Councilmembers
Leonardo Brown, Richland County Administrator