

AMENDED

**RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA**



Thursday, MAY 21, 2020

2:00 PM

ZOOM MEETING

The Honorable Joyce Dickerson, Chair

County Council District 2

The Honorable Bill Malinowski

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Joe Walker

County Council District 6

The Honorable Dalhi Myers

County Council District 10

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





AMENDED

Richland County Administration & Finance Committee
May 21, 2020 - 2:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson
 - a. Roll Call

2. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: April 28, 2020 [PAGES 7-14]

3. **APPROVAL OF AGENDA** The Honorable Joyce Dickerson

4. **ITEMS FOR ACTION**
 - a. Bond Court Consolidation – City of Columbia and Richland County [PAGES 15-25]
 - b. Harris Govern Master License and Services Agreement (MLSA) for New CAMA System [PAGES 26-54]
 - c. Contract Amendment – Walden Pond Feasibility Study [PAGES 55-146]
 - d. Columbia Area Mental Health Lease Agreement Renewal - 2000 Hampton St [PAGES 147-175]
 - e. Federal Aviation Administration (FAA) CARES Grant Acceptance [PAGES 176-177]
 - f. Pontiac Magistrate Rent Increase [PAGES 178-183]
 - g. Unsafe Structure- 1220 Tolliver Street [184-204]
 - h. Replacement Office Building - Stormwater Management Division [PAGES 205-216]

5. ADJOURN



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Richland County Council

ADMINISTRATION AND FINANCE COMMITTEE

March 3, 2020 – 3:30 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COMMITTEE MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Yvonne McBride, Joe Walker and Dalhi Myers

OTHERS PRESENT: Michelle Onley, Larry Smith, Stacey Hamm, Jennifer Wladischkin, John Thompson, Clayton Voignier, Ashiya Myers, Angela Weathersby, Leonardo Brown, Chris Eversmann, Tariq Hussain, Dale Welch, Kimberly Williams-Roberts, Ashley Powell, Synithia Williams, Michael Maloney, David Bertolini, Brad Farrar, Brittney Hoyle-Terry, Quinton Epps, Dante Roberts and Michael Niermeier

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. February 25, 2020 – Ms. McBride moved, seconded by Mr. Walker, to approve the minutes as distributed.

In Favor: Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Ms. Myers, to adopt the agenda as published.

In Favor: Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

- a. Bond Court Consolidation – City of Columbia and Richland County – Ms. McBride moved, seconded by Mr. Walker, for discussion of this item.

Ms. Myers inquired who is recommending the consolidation, and what efficiencies will the County realize. When we consolidate, what savings can be quantified for the County?

Judge Coble stated we currently run the 24/7 bond court, and we handle all of Richland County Sheriff's Department bonds, as well as, other municipalities, including Forest Acres, Irmo, etc. The only municipality they do not currently handle is Columbia; therefore, we have to have 2 separate courtrooms, judges and paperwork that Alvin S. Glenn and Director Myers have to handle for each bond setting. By having the one procedure and process, it makes it much more efficient for Victim's Services, Solicitor's Office and the Public Defender's Office because there is one bond court being set by one agency, which would be Richland County Magistrates. As to the

quantifiable numbers, when it comes to monetary saving, the City of Columbia would pay, which is outlined in the briefing document. The City would be responsible for paying the judge and staff's salaries, as well as, other miscellaneous items to make it more efficient. The dollar figures he and Judge Edmond put together reflect what it currently cost to set an individual bond, and what it would cost the City of Columbia based on an estimated number of arrestees and defendants they set bond on per year. The cost per defendant would seem to be the most efficient, and easiest way, to see what the cost would be.

Ms. Myers stated she would love to see Director Myers and the Alvin S. Glenn Team have one process, rather than two, because the streamlining and making it consistent would help them, and make it more efficient at the Detention Center. Her questions go to the things we see now at the Detention Center, where the costs of maintaining a detainee, for Richland County, is greater than what we are reimbursed by municipalities. She is concerned that we quantify the numbers, and we do not just agree, based on back of the napkin analyses of what the actual cost is, but to have the Finance Department provide us an actual cost we can bank on, so the taxpayers are made whole. Also, she is concerned on the liability side. There are constitutional issues, with regard to how quickly people get access to a judge once they are brought in. These are detainees who have been not been adjudicated guilty of anything. She wants to be sure our Legal Department is recommending this, and has come forward to say this method is the one they would support.

Mr. Smith stated apparently the City of Columbia and County representatives meet with the Magistrates to discuss this issue. It is his understanding, there was an issue that came up regarding whether or not the Supreme Court had issued an edit to the City about their ability to hold bond hearings within the required time. At this point, we do not understand what was issued by the Supreme Court against the City. His concern is that if we consolidate without this issue being resolved that the County assumes that issue. He stated we did not get any clarity, from the City, about what it was that required the Supreme Court to intervene, as it relates to their bonds.

Ms. McBride stated she believes the idea is awesome, but she is also concerned about the liability issues and us having good cost projections.

Ms. McBride made a substitute motion, seconded by Ms. Myers, to defer this item until the May committee meeting.

Ms. Myers inquired if this item is time sensitive.

Ms. Dickerson responded she does not believe the item is time sensitive.

Judge Coble responded, due to the pandemic, bond court has been crunched; therefore, this needs to be addressed sooner rather than later.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

- b. Airport Property Use for a Promotional Event – Mr. Walker moved, seconded by Ms. Myers, to forward to Council with a recommendation to 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.

Mr. Malinowski stated the briefing document notes the event was endorsed favorably by the Airport Commission at their July 2019 meeting. It was originally brought to A&F on February

**Administration and Finance
April 28, 2020**

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25th, so he wondered why it was not brought forward earlier. He inquired if Legal and Risk Management are okay with the request.

Dr. Thompson responded that Legal developed the hold harmless agreement, and Risk Management is well aware of this, as they set the coverage rates for insurance the event planner and host must have to hold the event.

Mr. Malinowski stated the hold harmless agreement was not included in the agenda packet, so he does not know if he would agree, or disagree, with the agreement.

Mr. Eversmann responded the hold harmless agreement can be provided prior to this item going to Council. As Dr. Thompson indicated, it was developed in collaboration with Legal and Risk Management.

Mr. Malinowski noted the area will be restored to the way it looked prior to their usage. He stated there is nothing indicating what would happen if they did not restore the area. He would like to have a penalty added to the agreement. He inquired if Richland County can allow use of taxpayer property for a fundraising event.

Mr. Smith responded he is not aware of Council agreeing upon the use of the airport for events. Legal has come up with a hold harmless template, if Council agreed to allow usage of the facility. He noted that during the pandemic there should not be any events taking place at any County properties. He also stated that he is not aware of anything that would prohibit the use of County properties for fundraising events. Additionally, he and Chris discussed who would be providing security for the event.

Mr. Eversmann stated in the hold harmless agreement a date of April 18th was provided. Obviously, that date has come and gone, and was formulated prior to the pandemic. The organization has requested to go to an unspecified date, likely Fall 2020, which would be mutually agreed upon by both parties. Even if we got the authorization, we would never agree to schedule an event, or make the property available, if there was an ongoing public health emergency. The property in question is airport property, but it is outside of the perimeter fence. The security concerns are not as great as they would be if the event were within the perimeter.

Mr. Malinowski stated, for clarification, if the paved parking lot is being used for spectators, where are the vendors, show cars and food trucks going to be located?

Mr. Eversmann stated there is an undeveloped grass lot, beside the paved parking lot, is where the vendors, etc. would be setting up.

Mr. Malinowski stated, if we have had rain prior to the event, there could be damage to the grassy area; therefore, they would have to put it back to the way it was, according to the hold harmless agreement.

Mr. Eversmann responded in the affirmative. Although, they would not go forward with the event, if the conditions were not right.

Ms. Myers inquired, with COVID-19, are we putting clauses in these agreements so that we require anyone using our facilities to obey all of the recommendations for social distancing, in order to protect the County.

Mr. Smith responded we have not done anything to the hold harmless agreement, related to this particular pandemic. Obviously, to the extent that Council believes it appropriate to go forward

with this event, during this pandemic, we would include language in the agreement to address the issue.

Mr. Farrar stated we need to think this through because we have not had occasion to have a County function since the beginning of the pandemic. One of the things that came up, other counties are talking about allowing people back into County buildings. The question came up, should we require them to wear masks. So, is the County going to provide a mask for everyone that comes through the door. What if the person does not have a mask, or cannot afford one? If we put a requirement in there, and we somehow mess it up, now we have exposure because we did not put adequate masks and procedures in place. There would be a lot that would have to be thought through, if you were going to hold an event on County property while there are still orders in place about distancing. If the County is not interested in using any of its property for fundraising, we seriously need to rethink the relationship with the United Way.

Mr. Eversmann stated we are not going to move forward with this until the public health emergency has abated.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

- c. Past Due Payment In Car/Body Worn Cameras and digital evidence program – Ms. Myers moved, seconded by Mr. Walker, to forward to Council with a recommendation to approve the past due payment of the Sheriff's Department camera and digital evidence program to Axon Enterprise, Inc.

Mr. Malinowski noted the Office of Budget and Grant Management were unaware these items were being leased. They were under the impression they had been purchased, as capital assets, and approved by Council.

Chief Cowan stated the in-car portion of this program was presented to Council as a contract approval. It clearly states 70 – 80% is a service agreement that we are paying to retain an evidentiary retention program. The majority of what we are paying for is to retain evidence, which is required by law. Nothing has changed since we implemented the program 8 years ago. Nothing has changed since we implemented the program for body cameras 3 years ago.

Mr. Brown stated this particular matter has been a little confusing for a few of us.

Mr. Hayes stated, when this was approved, under the previous Administrator, there were no funds allocated for this item. When he took over as Budget Director, and we had the payments, we had to go through the budget to find funds. There were no funds linked with this project, when the previous Administration built Biennium Budget I. Even though Council approved this in 2017, there was no funding source allocated and linked with it.

Mr. Brown stated, as Chief Cowan mentioned, this a payment for a service that needs to be paid. At this point, we are requesting approval, which will allow Mr. Hayes to do the appropriate budget amendment to account for these dollars.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

- d. Intergovernmental Agreement – Municipal Judge – Town of Arcadia Lakes – Ms. McBride moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to approve the Intergovernmental Agreement (IGA) with the Town of Arcadia Lakes.

Mr. Malinowski inquired if Legal has reviewed the IGA.

Mr. Brown responded through the routing process Legal reviewed this information.

Mr. Farrar stated Ms. McLean had reviewed the document.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

- e. South Carolina Department of Transportation (SCDOT) Interstate 26 Widening – Mr. Malinowski moved, seconded by Ms. Myers, to forward to Council with a recommendation to approve the relocation of sewer lines and appurtenances in conflict with the proposed I-26 expansion; to award the contract for engineering services to Joel Woods and Associates; to award the contract for the construction phase to Archer United Joint Venture as part of the general contract with SCDOT; and to execute the MOU with SDDOT to secure the relocation funds.

Mr. Malinowski noted in the briefing document that relocation of all utilities that are in conflict with this proposed expansion must be completed before April 1, 2020, which has already passed. It further states that failure to meet the project contract requirements and construction schedule may result in the utility provider having to bear relocation costs. He inquired if we are going to have to bear these costs, and why were we not given to us prior to the deadline.

Ms. Dickerson responded she believes this is one of the items that were not able to address in a prior committee meeting, due to time constraints.

Mr. Brown affirmed Ms. Dickerson's response.

Mr. Malinowski inquired why the date on the MOA was changed from January 9th to February 24th, and has Council approved the agreement, or is that what the request is tonight.

Mr. Brown responded that is the request tonight. It is his understanding, when this project was beginning to be underway that SCDOT reached out to Richland County and said there was a formula that existed that talks about utilities, which are in their right-of-way that need to be moved, and how that would be paid. The individual that was working with the County, said they were going to try to get all the costs included, so that Richland County would not have to expend dollars. Some of the information is a little bit older because there was a push for them to move forward with their project, and we needed to get the MOU executed, but we did not do that. He is not sure if they will turn around and say they would not take care of the expenses. He thinks we should continue to move forward to allow them to move forward with their process.

Mr. Malinowski inquired if Mr. Brown will need to change the date of his signature, as well, since the date on the first page was changed.

Mr. Farrar stated Mr. Brown could simply initial and date the change on the first page.

Mr. Malinowski inquired how the company, Joel Wood and Associates, we are awarding the contract to was chosen.

Mr. Hussain responded the engineering company was selected because they are already a SCDOT provider, and are working on a project at this location, so their services were expanded.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

- f. Condemning a property for SE Sewer/Water Project – Ms. Myers moved, seconded by Mr. Walker, to forward to Council with a recommendation to approve the condemnation of the property located at TMS # R21915-12-02 for the SE Sewer/Water Project to move forward.

Mr. Malinowski inquired, if the taxes have not been paid for 11 years, why has the Forfeited Land Commission not placed the property at auction, or taken in by the County.

Mr. Hussain responded he was told the property is landlocked and that is the reason they have not pursued it further. The owner also has not been identified.

Mr. Malinowski requested the Assessor’s Office to provide an explanation for why this property has not been placed up for auction, or reverted back to the Forfeited Land Commission.

Dr. Thompson stated he will contact the Treasurer’s Office to find out why the property has not been taken back.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

- g. South Carolina Aeronautics Commission (SCAC) Grant Acceptance/Contract Award – Mr. Walker moved, seconded by Ms. Myers, to forward to Council with a recommendation 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 designated subcontractor be used to perform the work.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

- h. Request to Purchase County Property – TMS # R06400-01-01 – Mr. Malinowski moved, seconded by Ms. McBride, to defer this item until the policy for acquiring and disposing of County property, outlined in Item 4(m), has been approved by Council.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

Mr. Walker inquired, for clarification, when is this item deferred until.

Ms. Dickerson responded it will be deferred until the May committee meeting.

- i. Budget Amendment – First Vehicle Services Refunds – Ms. Myers moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to 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.

Mr. Malinowski stated he does not understand why the Risk Management budget will receive the funds that obtained from the Fleet Operations budget.

Mr. Hayes responded a few years back the Office of Risk Management had Fleet Operations reassigned to them. The Central Garage budget was combined with Risk Management.

Mr. Malinowski stated a while back they received a list of items that needed to be either improved, repaired, or rebuilt. He was curious if some of the items list on p. 161 include some of those items.

Ms. Terry responded these items are duplicative. Some of them have been proposed in the past, but have not been funded.

In Favor: Malinowski, Dickerson, McBride, Walker and Myers

The vote in favor was unanimous.

- j. Columbia Hospital Historical Marker – Ms. Myers moved, seconded by Ms. McBride, to forward to Council without a recommendation.

Mr. Malinowski stated the purpose of a committee is not to move items forward to get them out of committee. They are supposed to be vetted. If they are not time sensitive they need to remain in committee.

Mr. Walker made a substitute motion, seconded by Mr. Malinowski, to defer Items 4(j) – 4(n) to the next committee meeting.

Ms. Myers stated she agrees with Mr. Malinowski is right, but the distinction is, due to COVID-19, we have missed successive meetings. One of these items is a matter that is under construction now. These items should have been before Council, but for the pandemic.

In Favor: Malinowski and Walker

Opposed: Dickerson, McBride and Myers

The substitute motion failed.

Mr. Malinowski moved, seconded by Mr. Walker, to adjourn the meeting.

Ms. Myers stated the original motion is on the floor.

Mr. Malinowski inquired if there is going to be discussion on the motion.

Ms. Dickerson responded we are not going to have discussion, and called for the vote.

Mr. Malinowski inquired of the Parliamentarian, since when do we move a motion without discussion.

Ms. Myers made a substitute motion, seconded by Ms. McBride, to expand the meeting for 3 minutes to allow Mr. Malinowski time for discussion.

In Favor: Dickerson, McBride and Myers

Opposed: Malinowski and Walker

The vote was in favor of the substitute motion.

POINT OF ORDER – Mr. Walker inquired if all of the remaining items are time sensitive.

Ms. Myers amended the original motion to defer action on Item 4(k): “Replacement Office Building – Stormwater Management Division” until the May committee meeting.

In Favor: Dickerson, McBride and Myers

Opposed: Malinowski and Walker

The vote was in favor.

- k. Replacement Office Building – Stormwater Management Division – Deferred until May committee meeting.
 - l. Hopkins Magistrate Facility Expansion – Forwarded to Council without a recommendation.
 - m. Acquisition and Disposal of County Real Property – Draft Policy – Forwarded to Council without a recommendation.
 - n. Clarification – Sewer/Water Connection – Forwarded to Council without a recommendation.
5. **ADJOURNMENT** – The meeting adjourned at approximately 4:35 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by: Daniel Coble, Associate Chief Magistrate

Department: Central Court

Date Prepared: May 11, 2020

Meeting Date: May 21, 2020

Legal Review	Elizabeth McLean via email	Date:	May 13, 2020
Budget Review	James Hayes via email	Date:	May 13, 2020
Finance Review	Stacey Hamm via email	Date:	May 13, 2020
Other Review:	Chief Magistrate Tomothy Edmond	Date:	May 13, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee Administration & Finance

Subject: Bond Court Consolidation – City of Columbia and Richland County

Recommended Action:

Chief Magistrate Edmond recommends implementing a consolidation plan of Columbia Bond Court and Richland County Bond Court. Richland County and the City of Columbia currently operate two separate bond courts inside Alvin S. Glenn Detention Center. Over two years ago, Richland County converted into a 24-hour bond court, which allows for simplifying the bonding process for the public, reducing process time of inmates, and reduce the daily jail population. As of today, the City of Columbia is currently operating two bond court sessions, one in the morning and one in the late afternoon. The Bond Court Consolidation plan will overhaul this arrangement and allow Richland County to handle the entire bond process from the City – from actually setting the bonds to handling posting the bonds. Richland County currently handles the bond process for several other municipalities in the entirety, including Forest Acres, Irmo, Cayce, and more.

The objective of this plan would be to combine the City and County bond courts into one bond court process; to reduce the costs to the City, including tangible/fixed costs as well as intangible costs; to increase the efficiency of Alvin S. Glenn in regards to bond setting; and to benefit government entities involved in this process – the Sheriff’s Department, the Solicitor’s Office, the Magistrate Court, and Alvin S. Glenn staff.

Motion Requested:

I move to accept the Chief Magistrate’s recommendation to enter into an agreement with the City of Columbia to consolidate both bond courts, which would include a complete takeover of their bond court and bond process, in which the City would pay an annual fee to the County.

Request for Council Reconsideration: Yes

Fiscal Impact:

Brief Overview

There are several cost factors that are considered and factored when determining what the City would pay annually to the County. Non-dollar figure costs (liability) are also considered.

- I. Non-Dollar Figure Costs (Liability)
- II. Current Magistrate Court Costs: **\$1,037,882.28**
- III. Current City of Columbia Costs: **\$342,640.85**
- IV. Actual Costs for Consolidation: **\$403,116.53**

Non-Dollar Figure Costs (Liability)

The potential liability from setting bonds ranges from the political to the financial. Judges have to be extremely knowledgeable and prepared when setting bonds so as not to release an inmate who poses a potential risk of reoffending a violent crime, while at the same time complying with statutory requirements mandating that the majority of individuals receive bonds. Judges have to answer to Court Administration, circuit court judges, and the Chief Justice, if they fail to set proper bonds. This can result in disciplinary actions, suspension, and even removal from office.

Another liability in handling bond settings is making sure that a defendant is not being improperly held in Alvin S. Glenn. Court staff has to work hand in hand with detention staff to make sure that no magistrate or municipal defendant is staying beyond the 30-day maximum sentence. Other potential liability costs may include worker's compensation expenses, travel expenses, overtime, etc. The liability costs associated with running a bond court can far exceed the dollar figure of operation costs.

Current Magistrate Court Costs

The **current** costs to run the Richland County Bond Court, based on salaries and operating expenses:

<u>Expense</u>	<u>Description</u>	<u>Total</u>		
Judges	7 Part-time judges	\$391,483.98 (Salary)	\$101,355.20 (FICA/retirement)	\$492,839.18
Staff	Bond Court Manager/ Bond Court Assistant Manager	\$113,088.15	\$26,247.76	\$139,335.91

Operating Expenses	9 Bond Court Clerks	\$324,354.51	\$75,282.68	\$399,637.19
	Supplies: Consumable office supplies such as paper, pencils, ribbons, print cartridges			\$1,500.00
	Copy Machine: Pollock			\$950.00
	Service Contract: Serving equipment			\$300.00
	Repairs-Equipment: Repairs			\$800.00
	Non-Capital Computers: Computers			\$2,500.00
				\$1,037,882.28

The cost to set bond per defendant:

Bond Settings FY 18/19	Bond Court Costs	Cost to set bond per defendant
7,964	\$1,037,882.28	\$130.32/defendant

Current City of Columbia Costs

The Court Administrator from the City of Columbia sent us these answers. The **current** costs for the City of Columbia to run their bond court:

1. **Question:** How much does the City pay in personnel costs to operate bond court?
Answer: Annually, the City of Columbia pays **\$336,731** in personnel cost to operate Bond Court. This amount includes a full time Bond Court Clerk, weekend Bond Court clerks, weekend Violations Clerk (who accept Bond Money on weekends), three (3) full time Police Officers (assigned to court) and a Judge (shared responsibility among full-time and part time Judges).
Notes: Of the eight full time police officers assigned to Municipal Court, three officers go to bond court sessions each a day on a rotating basis.

2. **Question:** How many judges and how many staff members are employed to operate bond court for the City?
Answer: The City has four (4) full-time Judges and four (4) part-time Judges with 5 vacancies. The Judges rotate between Traffic Court, Criminal Court, **Bond Court**, Quality of Life Court, DV Court, Jury Trials and Preliminary Hearings. In addition, there is a full time bond court clerk, weekend bond court clerks (rotated among other court clerks), weekend violation clerks (shared among existing violation clerks) and a Judge being assigned each day to Bond Court.

3. **Question:** How much does the City pay in operating costs to hold bond court?
Answer: The City has a desktop computer, laptop computer, annual maintenance agreement on our Recording System at bond court and miscellaneous supplies, which is estimated at **\$5,909.85** annually.

Actual Costs for Consolidation

After running a pilot program for over a month and setting the City's bonds, the costs to the County would include:

Need	Description		Total
Law Clerks	Law clerks are needed for both the night shift and day shift to handle the increased paperwork. The clerks are also needed to handle communications with the public and law enforcement. <i>It is currently costing Bond Court \$5,000 per month in overtime to keep up with increased City cases.</i>	\$44,404.13 X 4 new clerks	\$177,616.53
Judge's Pay	Each judge will see a dramatic increase in workload and number of cases. These cases will increase the amount of work that each judge puts in during their shift. Additionally, with almost a 50% increase in cases, judges are also increasing the non-dollar liability as discussed previously. <i>*Part-time judge's salaries are based on full-time salaries. Full-time judges also rotate in for bond court.</i>	10% Pay Increase <u>Part-time:</u> \$7,600 X 7 Judges = \$53,200 <u>Full-time:</u> \$11,400 X 15 Judges = \$171,000	\$224,200.00
Operating Expenses	Supplies: <i>Consumable office supplies such as paper, pencils, ribbons, print cartridges.</i> (half)		\$750.00
	Service Contract: <i>Serving equipment</i> (half)		\$150.00
	Repairs-Equipment: <i>Repairs</i> (half)		\$400.00
			\$403,116.53

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Summary of Current and Future Operations

Richland County bond court operates 24-hours a day and has multiple bond sessions throughout the day and night. Any defendant arrested for a crime that has a victim would have their bond set at 2PM that day (the cutoff for this time is approximately 12:30PM). The 2PM docket allows for law enforcement and victim services to have a set time in the day to inform victims of when the bond will be set. All other charges (e.g., drugs, public disorderly, etc.) are set shortly after arrest during one of the staggered bond sessions.

Richland County set approximately 8,000 bonds in the last fiscal year. The City of Columbia set approximately 4,000. The City sets all Columbia bonds, whether that is for municipal charges or General Sessions charges (excluding murder, CSC 1st, etc.).

Under the consolidation, the County would assume all bond settings at Alvin S. Glenn. The defendants that are arrested by the City of Columbia would follow the same process as defendants arrested by the above listed agencies/municipalities.

18 / 19 FY City Bond Inmates Processed				
	PR Bonds	Surety Bonds	Total City Process	Total Book – INs at ASGDC
18-Jul	223	102	359	1063
18-Aug	290	85	398	1172
18-Sep	221	65	316	1042
18-Oct	224	82	331	982
18-Nov	185	102	305	936
18-Dec	207	67	316	997
19-Jan	174	93	301	954
19-Feb	224	91	329	990
19-Mar	212	90	316	945
19-Apr	209	102	303	918
19-May	230	117	354	986
19-Jun	223	89	332	939
	2622	1085	3960	11924

The current system of operating two separate and distinct bond courts inside of Alvin S. Glenn produces many inefficiencies and double costs. The City of Columbia is the only municipality that Richland County does not set bond for. While the City does have a large docket of cases per year compared to the next closest municipality (Forest Acres: 300-400), the County is able to seamlessly set these other municipalities bonds in an efficient and effective manner.

There are two main factors to consider when deciding whether to incorporate and consolidate the City bond court. First, if the City is willing to pay an annual premium to the County, then it would make fiscal sense to set all bonds that occur in Richland County. Based on the County's bond court current ability to set all other municipal bonds, as well as our ability to conduct a 24-7 bond court, the Magistrate system is equipped to expand our docket size.

Second, the consolidation of the two bond courts makes sense in respect to government efficiency and productivity. The biggest impact will be felt by the Alvin S. Glenn Detention Center, the Solicitor's Office, the Sheriff's Department, the Columbia Police Department, and the Magistrate Court System. All elected and appointed officials of these listed departments support the consolidation. By having one central bond court, all parties will know who is in charge and where to direct complaints or questions. Victims will know that no matter which law enforcement agency arrested the defendant, their case will be heard by the County bond court. The elected Sheriff and appointed police chief will be able to speak directly to one judge, the Chief Magistrate, when discussing bond hearing issues. Alvin S. Glenn will have to dress out less inmates because all City inmates will be heard using the 24-7 bond court system, as opposed to the City's current one, and sometimes two, hearings a day.

Overall, consolidating the two bond courts will allow for a more efficient and productive bond court that will benefit many county agencies and will have a net positive fiscal impact, if the City pays the appropriate premium.

Financial/Legal Commitment by the City

Magistrate Court and Chief Judge Edmond would not proceed with any formal consolidation of bond court without a formal financial commitment letter by the City, which would be agreed upon by all parties. Any agreement by the County and City for bond court consolidation would require a clause in the contract that the City is responsible for defending any and all claims, demands, and/or actions brought against the County or any Magistrate Judge arising from their actions of setting bonds. This language would mirror the language that we use in our Intergovernmental Agreements with other municipalities.

Supreme Court Compliance

Last year, the City met with Court Administration to discuss the issues that Court Administration had with how the City was conducting their bond court. The sole issue was that the City was only handling one bond court session per day, which is in direct violation of the Supreme Court Order, RE: Bond Hearing Procedures in Summary Courts, September 19, 2007. We have spoken with the City Court Administrator and he has confirmed that this was the sole issue they had with Court Administration, that there were no formal or written documents (aside from emails), and that the City has corrected this process by holding at least two bond settings per day (which is confirmed).

Attachments:

1. Supreme Court Order

The Supreme Court of South Carolina

RE: BOND HEARING PROCEDURES IN SUMMARY COURTS

ORDER

I find that recent events have necessitated my revisiting the previous Order of the Chief Justice dated November 28, 2000, concerning bond hearing procedures and detention facility issues arising in magistrate and municipal courts.

Accordingly, pursuant to Article V, § 4, of the South Carolina Constitution,

IT IS ORDERED that the Chief Magistrate in each county, in cooperation with, and with input from the other magistrates and municipal judges, shall arrange a schedule so that a magistrate or municipal judge will always be available, in person or on-call, to conduct bond proceedings. The Chief Magistrate shall also inform the municipal courts of the details of the County bond schedule, so as to ensure the availability of a magistrate to issue warrants and conduct bond proceedings for the municipal courts when the municipal judge is unavailable. After hours and weekends does not constitute unavailability in and of itself. The Chief Magistrate shall establish a procedure with all municipal courts within the County whereby they provide the Chief Magistrate with a monthly bond schedule indicating their availability for bond court. Nothing in this Order precludes counties and municipalities from entering into agreements whereby magistrates set bond on criminal charges arising from municipalities within their County.

Bond proceedings shall be conducted at least twice daily, once in the morning and once in the evening, at specific times which take into consideration all agencies involved. Should a Chief Magistrate desire to specify a schedule which deviates from the twice daily schedule, the revised schedule and the reason for the deviation must be submitted in writing to the Chief Justice for approval. Any deviations from the twice daily schedule approved prior to the issuance of this Order remain in effect. Nothing in this Order precludes a Chief Magistrate from regularly scheduling bond hearings more than twice daily. If, under extraordinary circumstances, the on-call magistrate or municipal judge is requested to conduct a bond hearing at a time other than the regularly scheduled time, hearings shall be held for the entire jail population eligible for release. The on-call magistrate or municipal judge shall immediately inform the Chief Magistrate that a special bond proceeding was conducted.

All persons incarcerated, booked, and charged with a bailable offense must have a bond hearing within twenty-four hours of their arrest as required by S.C. Code Ann. § 22-5-510, except for those individuals who are released on bond in lieu of recognizance pursuant to S.C. Code Ann. § 22-5-530. Any county or municipality utilizing the provisions of S. C. Code Ann. § 22-5-530 must comply with the Order of the Chief Justice dated December

11, 2003, which addresses procedures required by that statute. All persons incarcerated, booked, and charged with a non-bailable offense must have a first appearance before a magistrate or municipal judge within twenty-four hours of their arrest. Further, in all cases which fall under the purview of this Order, whether bailable or non-bailable, the bonding magistrate or municipal judge must ensure that the procedures set forth in S.C. Code Ann. §§ 16-3-1505 to -1830, regarding victims' rights, are fully observed.

All incarcerated individuals statutorily required to receive a bond hearing must receive an in-person bond hearing conducted by a duly appointed judicial officer prior to their release. Bond hearings shall not be conducted over the telephone and orders of release shall not be transmitted by facsimile from remote locations. The only exception to these requirements is in those counties where videoconferencing of bond hearings is approved by Order of the Supreme Court. All videoconferencing must strictly adhere to the requirements set forth in the Order of the Supreme Court dated May 2, 2006.

Further, any individual initially incarcerated without having been formally charged with the violation of a crime, who remains incarcerated for a maximum of twenty-four hours of delivery by law enforcement to the detention facility without having been formally charged with the violation of a crime, shall be discharged from the detention facility by the magistrate or municipal judge conducting bond hearings. However, if law enforcement or a prosecutorial agency presents compelling written evidence to the bonding magistrate or municipal judge as to why an individual should not be released within twenty-four hours pursuant to this provision of this Order, the bonding magistrate or municipal judge, after considering the evidence, may delay discharge of the defendant for an additional period not to exceed twenty-four hours. Any written evidence presented and accepted by the bonding judge as compelling evidence to delay the release of an uncharged individual must be immediately forwarded to the Chief Magistrate of that county. The Chief Magistrate in each county is responsible for coordinating with the necessary local officials, which includes, but may not be limited to, the custodian of the detention facility, local law enforcement, and any affected prosecutorial agencies, to ensure that the required and proper accounting, notification, and release of individuals under this provision of this Order is fulfilled, regardless of whether the initial detention was initiated by municipal or county law enforcement.

Finally, bond proceedings shall be open to the public and press, and must be conducted in a facility or manner so as to facilitate any parties, including victims, who wish to attend. Allowance of cameras in the courtroom must comply with Rule 605, SCACR, which addresses media coverage in court proceedings. If facilities are not conducive to the allowance of general access, the location of bond hearings must be changed to allow such access. Alternatively, entities may consider videoconferencing of bond hearings to accommodate access of parties where facilities are prohibitive to access.

Any violation of the provisions of this Order shall be reported immediately to the Office of Court Administration. Any preferential treatment in bonding procedures is a violation of this Order and of the Canons and Rules of Judicial Conduct, Rules 501 and 502, SCACR, and shall be treated accordingly.

This Order revokes and replaces the previous Order of the Chief Justice dated November 28, 2000, regarding bond hearings. The provisions of this Order are effective immediately.

S/Jean Hofer Toal
Jean Hofer Toal
Chief Justice

September 19, 2007
Columbia, South Carolina

Discussion:

On September 17, 2019, at a Special Called Meeting, Council approved the request from staff to proceed, as requested in Executive Session, with regard to upgrading to a new CAMA system, using a consultant to procure the new CAMA system, and identifying the proper funding source to pay for a new CAMA system.

Due to a piggybacking provision in Horry County's Request for Proposals (RFP) for a new CAMA system and subsequent agreement with the selected vendor, staff was able to avoid costs associated with procuring a new CAMA system using a consultant and enter into direct contract negotiations with the selected vendor, Harris Govern.

In November 2019, staff met with representatives from Harris Govern to conduct a mini-gap analysis of the limitations and deficiencies of the current CAMA system and identify features and functionality of the new CAMA system that would address those limitations and deficiencies. Results from the mini-gap analysis identified 1) the desired technological advancements through a new CAMA system that will increase productivity and reduce duplicated efforts among staff in the Assessor's Office and 2) the required hardware, software, training, and maintenance specifications for the new CAMA system that facilitated a firm quote from Harris Govern reflected in the not-to-exceed contract amount of \$1,480,250 and eliminated the possibility of future change orders.

After the mini-gap analysis, an internal project team inclusive of a Project Manager and key staff from the Assessor's Office and IT was established to guide the implementation of the new CAMA system.

During the timeframe of December 2019 to February 2020, staff from IT, Procurement, and Legal were engaged to review and provide input on the development of the MLSA and associated Work Orders. Pursuant to that review and further negotiations with Harris Govern, the resulting MLSA and associated Work Orders are attached and now presented to Council for consideration and approval.

Once the MLSA and associated Work Orders are approved and executed, staff anticipates a project kick-off with the internal project team and representatives from Harris Govern in May 2020. Based on this timeframe, staff anticipates go-live with the new CAMA system in October 2021.

Attachments:

1. Minutes from Special Called Meeting on September 17, 2019
2. Harris Govern MLSA with associated Work Orders for Licensed Software, Implementation, and Training and Maintenance



Richland County Council

SPECIAL CALLED MEETING
September 17, 2019 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Beverly Harris, Angela Weathersby, Stacey Hamm, Leonardo Brown, Jennifer Wladischkin, Dale Welch, Clayton Voignier, Kim Williams-Roberts, James Hayes, Ashley Powell, Liz McDonald, John Thompson , Quinton Epps, Christine Keefer, Randy Pruitt, Nancy Stone-Collum, Michael Niermeier, Janet Claggett, Brad Farrar, Dwight Hanna, Geo Price, Stephen Staley, Michael Byrd, Robin Carter, Judy Carter, Sandra Haynes, Ronaldo Myers and Chris Eversmann

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Dalhi Myers
4. **PRESENTATION: Boys & Girls Club** – Mr. Troy Thames gave a brief overview of the organization. He stated on October 26, at the Richland One Memorial Stadium, they will be hosting a flag football tournament with the Carolina Panthers.
5. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: September 17, 2019** – Mr. Livingston noted that Items 13(a) – (d), on p. 14 of the agenda packet, are listed as Second Reading items, but were actually Third Reading items.

Mr. Manning moved, seconded by Ms. Dickerson, to approve the minutes as corrected.

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

Present but Not Voting: Manning and Walker

The vote in favor was unanimous.
6. **ADOPTION OF THE AGENDA** – Mr. Farrar requested that a contractual matter related to the PDT be added under the Report of the Attorney for Executive Session.

Mr. Manning inquired if the item was on the agenda or if they were adding the item.

Ms. Myers moved, seconded by Ms. McBride, to adopt the agenda as amended.

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

Abstain: Manning

The vote in favor was unanimous.

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

- a. Brown vs. Richland County Election Commission, et. al.
- b. PDT Document Production
- c. CAMA System Update

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Mr. Robert Dubnicka, Mr. Ed Lauer and Mr. Larry Echerer spoke regarding “abandoned” roads in subdivisions.

9. **CITIZENS' INPUT**

- b. 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) –
 - 1. Mr. Aubrey Jenkins spoke regarding the Fire Service.
 - 2. Mr. Matthew Graves spoke regarding the oversight of the Transportation Penny Projects..

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **CAMA System Update** – This item was taken up in Executive Session.
- b. **Staff Recognition** – Mr. Brown recognized Ms. Ashley Powell on being named one of Columbia Business Monthly’s “2019 Best and Brightest 35 and Under”.

POINT OF PERSONAL PRIVILEGE – Mr. Jackson recognized that Ms. Powell was a Clemson graduate.

POINT OF PERSONAL PRIVILEGE – Ms. Newton recognized Ms. Powell for becoming a Certified Planner.

POINT OF PERSONAL PRIVILEGE – Ms. Myers stated it is a joy to work with Ms. Powell and the honor is well deserved.

POINT OF PERSONAL PRIVILEGE – Ms. McBride recognized that Ms. Powell is her Alpha Kappa Alpha Soror.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. Richland County Airport Commission & Experimental Aircraft Association Low Country Boil, September 21, 11:00 AM – 3:00 PM, Hamilton-Owens Airport, 1400 Jim Hamilton Blvd. – Ms. Roberts reminded Council of the upcoming Airport Commission & Experimental Aircraft Association’s Low Country Boil.

Special Called Meeting
September 17, 2019

b. REMINDER: Engage Richland: From Child Safety to Criminal Investigations – The Many Roles of Your Coroner’s Office, September 19, 6:00 PM, Coroner’s Office, 6300 Shakespeare Road – Ms. Roberts reminded Council of the upcoming Engage Richland event at the Coroner’s Office.

c. Pontiac Neighborhood Master Plan Charrette, September 25 and 26, 6:00 – 7:30 PM, Richland Library – Sandhills Branch, 763 Fashion Drive – Ms. Roberts reminded Council of the upcoming Pontiac Neighborhood Master Plan charrette.

POINT OF PERSONAL PRIVILEGE – Mr. Jackson invited all of his neighbors in Richland Northeast to attend the Pontiac Neighborhood Master Plan Charette. We will be talking about developing a master plan for the only district that currently does not have one.

d. Columbia Chamber of Commerce Annual Gala, October 3, 5:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Columbia Chamber of Commerce’s Annual Gala.

12. **REPORT OF THE CHAIR** – No report was given.

13. **OPEN/CLOSE PUBLIC HEARINGS**

a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article III, Procedures for Construction of Water and Sewer Lines; Division 2, Sewer Construction; Section 24-28, Construction of Facilities within feasible reach of a planned portion of a public sewer interceptor; so to add language regarding the Broad River Basin – No one signed up to speak.

b. An Ordinance Authorizing Quit Claim Deeds to Paul D. Riley and South Carolina Real Estate Management and Development Corporation for parcels of land located in Richland County, known as the Olympia Alleyways; specifically the land abutting and between TMS # 08816-05-10 (406 Florida Street) and TMS # 08816-05-11 (402 Florida Street) – No one signed up to speak.

c. An Ordinance Amending the Fiscal Year 2020 Road Maintenance Special Revenue Fund Annual Budget by \$500,000.00 to cover expenses from the Department of Public Works’ Pavement Preservation Program with funds from the Road Maintenance Special Revenue Fund Balance – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article III, Procedures for Construction of Water and Sewer Lines; Division 2, Sewer Construction; Section 24-28, Construction of Facilities within feasible reach of a planned portion of a public sewer interceptor; so to add language regarding the Broad River Basin [THIRD READING]

b. An Ordinance Authorizing Quit Claim Deeds to Paul D. Riley and South Carolina Real Estate Management and Development Corporation for parcels of land located in Richland County, known as the Olympia Alleyways; specifically the land abutting and between TMS # 08816-05-10 (406 Florida Street) and TMS # 08816-05-11 (402 Florida Street) [THIRD READING]

Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the consent items.

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

Special Called Meeting
September 17, 2019

Present but Not Voting: Manning

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- a. An Ordinance Amending the Fiscal Year 2020 Road Maintenance Special Revenue Fund Annual Budget by \$500,000.00 to cover expenses from the Department of Public Works' Pavement Preservation Program with funds from the Road Maintenance Special Revenue Fund Balance – Ms. Myers requested documentation that shows the roads that are included in the proposal and what the rotation will be.

Ms. Myers moved, seconded by Ms. Dickerson, to approve the item with the caveat that the requested information be provided.

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

Present but Not Voting: McBride

The vote in favor was unanimous.

- b. 19-022MA, Robert F. Fuller, TROS/RU to RS-LD (185.29 Acres), Langford Road, TMS # R23400-05-05 & 06 – Ms. Dickerson stated she has meet with the community and the developers to try to come to a resolution of this item. She has never taken a stand, or promised anyone a yes or no vote. She simply listed to the both sides. She forwarded the documentation that she was provided to her colleagues and requested them to review the documentation, prior to voting.

Ms. Dickerson moved, seconded by Mr. Malinowski, to approve this item.

Ms. Terracio inquired if we have an enforceable agreement. She knows we have someone's word on the line. We have an agreement with the community. After tonight's vote, what assurances do we have that people that say they are going to do things will actually do those things? She heard many people come to the podium tonight, during public hearing, and talk about things that were not done by developers. She inquired if there is anything in writing, or could there be anything in writing that could give us assurance that what has been agreed upon will actually be what happens.

Ms. Myers stated she does not disagree with Ms. Terracio that whatever agreement people made need to be enforced. Her hesitation is that this is not the body that handles that. To the extent that our job is to analyze the rezoning, the enforcement of a contract that was made between the parties goes beyond what we can do. She stated we cannot expend tax dollars in enforcing private contracts. She thinks it is necessary, but she does not know how we guarantee a private contract.

Ms. Terracio stated she was not suggesting we become a party to such a contract, but rather if there is one in place between the parties.

Mr. Manning stated he read about a buffer property being put under a conservation easement. He is assuming that has been done.

Ms. Dickerson stated the 250 ft. buffer is definitely not to be developed. The offer has been made to the Conservation Commission to take the 250 ft. buffer to make sure that no homes are developed in the buffer. There was a document that was to be forwarded that showed the offer

was still out there. There is still some work to be done because there is a process for the easement to be accepted by the Conservation Commission, but she is convinced that the 250 ft. buffer will be in place and there will be no problem.

Mr. Manning stated, for clarification, the Conservation Commission is processing the easement.

Mr. Malinowski stated the people that spoke tonight were alluding to the fact that Richland County had failed to conduct their due diligence in handling of development bonds. They have a complaint against Richland County, not this matter, which is a private development matter with the citizens.

Mr. Jackson stated the challenge for him has been, because this is not in my specific district, to be careful not to encroach upon the responsibility of Ms. Dickerson. Whether I agree, or disagree, I respect her. However, he also lives in the Northeast community. He and his family have spent many hours on the roads, and the length of time on the roads has increased because of the overdevelopment. He is very concerned about the appropriate use of land space. He thinks the way you prevent this type of thing from happening, in the future, is you put it in a master plan. You create the type of plan that will not allow for this type of development to occur. Although he understands Ms. Dickerson's point about it having been going on for a while, he does not see the rush in accelerating it now because it is such a critical issue. If you were to count the number of developments that have sprung up since we began this conversation, it is out of control. When do we say enough is enough? We complain about the roads and the infrastructure. The reason we are having struggles with the roads and infrastructure is because we are overdeveloping. We are not landlocked yet, but we are mighty close. He requested E-Capital not to hang their hat on what the vote is tonight, but to look at the moral and ethical responsibility they have to the community.

Ms. Terracio requested to hear from the Conservation Commission to see if there is a status update.

Mr. Brown stated he is not aware that there is currently anything in process. As it relates to some of these private conversations, he is not sure if we are involved in that as a governmental entity. He stated it sounds like we are talking about some citizens, outside of the governmental structure, and he is unable to speak on their behalf, as to how they have engaged Richland County, at this point.

Mr. Manning stated he was still unclear. It sounded like the offer had been made to the Conservation Commission, and they were looking at processes. He inquired if anybody can say whether or not the Conservation Commission is processing it.

Mr. Brown stated he is unable to answer the question, affirmatively, at this time.

Ms. Dickerson stated the meeting she had on September 11th she left the meeting with the understanding that Conservation Commission would be processing the easement.

Mr. Manning stated he has great respect for Ms. Dickerson, but he is totally concerned there is nobody in Richland County Government that is present, tonight, that can tell us where, and if, there is any movement, with regard to the Conservation Commission, about this property being put in a conservation easement. This is not a private matter because the Conservation Commission is not a private business.

Mr. Brown stated no application has been submitted, so as a result of that, there is no process that has been started. He is not aware of another entity submitting something to the Conservation Commission, at this point.

Ms. Dickerson stated the offer has been made. It is her understanding, that once the applicant receives Third Reading of the re-zoning request they can begin the process with the Conservation Commission, but they cannot do anything unless we approve the re-zoning.

Ms. Myers inquired, if there is anything in our Conservation Commission's regulations, or Zoning regulations, that precludes an owner of property from applying for a conservation easement without a re-zoning.

Mr. Voignier stated he is not aware of anything that would preclude a property owner from submitting an application for an easement regardless of the re-zoning.

Ms. Myers stated, for clarification, we do not have, at the County, a regulation that bars any owner of property from requesting, of the Conservation Commission, an easement over a certain portion of their property, at their discretion.

Mr. Voignier responded in the affirmative.

Mr. Manning stated he wanted to be sure that there was nobody from Richland County Government and/or Conservation Commission that has any official documentation, with a request, for an easement that anyone could apply for.

Mr. Brown stated, based on the conversation that he just had, that would be correct.

Mr. Jackson stated, since there seems to be some reservation between what we are hearing and the hesitancy of the members of the Conservation Commission to come forward and state anything factually, he concurs with Mr. Manning. As he said previously, this is too critical of a matter to rush a decision with ambiguous information. Once the vote occurs, tonight, he does not want to hear next week, or tomorrow, that the application is now in process, which would affect how he and several of his colleagues will vote.

Ms. Newton stated it sounds like there is an agreement that has been made. There have been questions asked about whether or not the steps, that can be made, have been made. To Ms. Dickerson's point, this is Third Reading, we have discussed this zoning matter, so from a procedural perspective, she is curious if there is a way to vote for this motion, with the contingency that they apply. What are the options for moving forward, based on where we are right now.

Ms. Powell stated, at the September 11th meeting, there were conversations with the Conservation staff about the potential of an easement, but the process has not begun.

Ms. Myers inquired, once such an application is submitted, could it be cancelled. She believes one side is saying they did not submit it because they did not get the zoning change. The other side is saying they do not want the zoning change because it has not been submitted. If they submitted it, and we denied the zoning change, are they not free to come back and say to the Commission that they did not get what they needed on their side, so they do not want to give this.

Ms. Powell responded in the affirmative.

Mr. Manning stated, at this point, because Ms. Dickerson has worked so long and hard on this, he read what he was sent regarding the meeting last week, and we are talking about good faith, he is prepared to vote "no" tonight. He feels like, if he was in good faith and serious, he would have gotten down to the government, and fill out the application and get in, so that the "t" was cross or

the “i” was dotted. He thinks they had an opportunity to get down here and do what they needed to do, for him to feel comfortable to vote in favor of the change. If it turns out there was an application submitted today, or yesterday, and somebody here tonight does not know there was an application submitted, then he would be pleased to do a reconsideration at the time of the minutes being approved. If one comes in after tonight, we can have reconsideration, but he will still vote against it. As Ms. Dickerson said, we should be ready to vote tonight. If he heard there was an application in for the conservation easement, then he was ready to vote yes. If he is hearing there is not an application, then he is ready to vote no.

Ms. Dickerson stated this discussion about this easement did not just come up last week. We were talking about this easement for the longest. She stated she has been on Council for 15 years, and she understands development. She understands that we are not going to be able to stop development, no matter what we say or do, because we do not own the property. People have the right to come before this Council and apply. We have the right, as a Council, to either vote it up or down. She is disappointed because when she left the meeting, last week, there was one further question, that one person expressed. They had a conservation attorney come out and review the property, and the attorney presented his documentation. She stated it was reflected in the recording of the September 11th meeting that the documentation for the 250 feet buffer would be done by Friday.

In Favor: Malinowski, Newton, Kennedy, Walker, Dickerson and Livingston

Opposed: Terracio, Jackson and Manning

Abstain: McBride

Present but Not Voting: Myers

Present but Not Voting:

The vote was in favor.

16. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

- a. Planning Commission – Four (4) Vacancies – Ms. Newton stated the committee recommended appointing Mr. Christopher L. Yonke and Mr. Gary Dean Dennis, Jr. and re-advertising the remaining vacancies.

Mr. Jackson inquired if the candidates that applied before, and were not selected, automatically reconsidered. He does not see their names on the agenda, so does that mean they were reconsidered, but not added to the list. There was a specific applicant that contacted him, and he recommended last time. The applicant was not selected. He followed up and was told the applicant’s name would be automatically included this time around.

Ms. Roberts stated that might be an oversight on her part. She does not recollect the last persons that applied for the Planning Commission. She will go back and check, and with the re-advertisement we can include those.

Mr. Livingston stated, for clarification, that person’s name is automatically put forth, if they do not request it.

Ms. Roberts stated a part of the application process says that if you desire to be reconsidered to let the Clerk to Council's Office know. She did not hear from the applicant, but she will be happy to follow-up with Mr. Jackson.

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

Abstain: Jackson and Manning

The vote in favor was unanimous.

17. **OTHER ITEMS**

- a. A Resolution to appoint and commission Beverly Kay Whitmire Robinette as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Ms. Dickerson moved, seconded by Mr. Malinowski, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Preliminary Recommendations for Prioritizing Private Roads – Mr. Malinowski moved, seconded by Ms. Terracio, to approve this item.

Mr. Malinowski stated, prior to Ms. Hegler leaving, she had what she referred to as the three (3) bucket approach for these roads that had been abandoned by developers. The approach was a Good, Better and Best. There were some roads that had been abandoned longer than others, and obviously were in greater need of repair. He is in favor of beginning the process to accept all these roads; however, the recommendation that came to us says that with an asterisk will be taken first. Those with a #1, the right-of-way has been given to the County. Those with #2, they were on the medium-level as to whether or not we get right-of-ways. Those with #3, it would be difficult to obtain the right-of-way. How do we know? Has anyone gone out and asked? This is not clarified in the information in front of us. Matter fact, the information is quite scant. He would like to begin to take these roads into the County, so that we can begin to do repairs. He would like to follow the three (3) bucket approach. If you have roads that were abandoned 2 years ago, they may be in perfect order. We may have the right-of-ways, but do we need to address any problems there? If we do not, they should not be accepted to the exclusion of the others. He would like staff to come back with additional information on this, so we can begin the process to accept these roads. He would like to see more supporting documentation regarding which roads are in need of immediate repair versus those that need to be taken in and repaired later.

Mr. Malinowski moved, seconded by Ms. Dickerson, to begin the process to accept these roads into the County and, in taking the roads in, that they are put into a prioritization ranking based on which roads have the greatest need to be repaired.

Ms. Newton stated she would like to give additional direction to staff to come back with more information, so we can move forward, at that time. To Mr. Malinowski's point, she believes this list needs to be prioritized. As Mr. Malinowski stated, the priorities are based on right-of-way, but they

are not based on the conditions of the road. We do not know if there are conditions of safety. For her, priorities based purely on the guess about whether or not we can obtain right-of-way, does not particularly seem fair. She would like to understand the process is that we are using to ensure that this problem does not continue. Additionally, she inquired if this is the complete list. If we are going to do this from a comprehensive perspective, she would like to know that the list that we are looking at is complete. She would like guidance from Legal on the process to accept these roads. It is her understanding, that we are not allowed to accept roads and fix roads that are not County roads. She stated some of the developers, in these cases, have gone out of business. In her opinion, if there is a developer that is doing business, that has not fulfilled their obligations; we need to ask them to pay for the repairs. She would like a Legal recommendation on what our legal remedies are, so that we can pursue the parties that were supposed to develop these roads to County standards. This does not negate the fact that these roads are important, and we need to have a plan to address it. From a financial perspective, she wants to make sure we have pursued all of the avenues that are appropriate to make the developers pay. She would like to see the information come back in a more comprehensive way. She is particularly interested in seeing who the developers are who have not fulfilled these requirements, noting the defunct ones and the ones that are still in business. It troubles her to think that we are in a situation where we, potentially, might be awarding work to people who have not fulfilled their requirements to the citizens.

Ms. Myers inquired if all the roads are paved that are on the charts.

Mr. Brown thanked Council for the conversation. If you noticed, this was listed as “preliminary” because we wanted to hear your thoughts, and provide you with some ideas of the different ways we would have to take forth the task.

Mr. Eversmann stated all of the roads are paved, in theory. There is a wide variance to their condition.

Ms. Myers stated, for clarification, the price per foot for repairs should be standard.

Mr. Eversmann stated that was an estimate prepared through field inspection, based on the condition of the roads. In their prioritizing scheme, which the County Engineer, Stephen Staley, worked on, we looked at that as an indicator to the condition. In other words, if it had a high repair cost, that was an indication of poor condition. We tried to balance that with the length of the road, as a means of trying to get a cost per foot.

Ms. Myers stated, it seems to her, the price per foot ought to have some standardization. We have prices per foot as high as \$500 and as low as \$6, which leads her to believe we are not doing an apples to apples comparison. It makes it hard for her to understand what we are suggesting needs to be done to the roads, and what we are paying for. For example, one of the roads is \$302,000 for 1,130 feet. It seems to her that is a repaving, but even assuming that, the price per foot ought to be a standard number rather than this variance. That suggests to her, there is little we can rely on in the total construction cost number. She inquired how we came up with the price per foot that we are looking at. Is there not a standard price per foot?

Mr. Eversmann stated what they were trying to do, in this approach, was to take the raw information, provided by Ms. Hegler, and the “buckets” of roads in varying conditions. The price per foot normalizes and makes it uniform. When you say there ought to be a uniform price per foot, there is a uniform price that was applied for filling of a pothole. There was a uniform price applied for performing a full-depth patch. There was a uniform price applied for mill and overlay. Depending on the condition of the road, will drive what maintenance and repair action needs to be performed.

Ms. Myers stated the numbers look like we looked at the total construction cost and divided that by the total length, which suggests we do not have a standard.

Mr. Eversmann responded in the affirmative.

Ms. Myers stated this is straight division. If that is the case, she would like to know if that has been informed by the Transportation Department's cost per foot/mile they are paying. There ought not to be a wide disparity between what Public Works is paying and what Transportation is paying. Most of the roads that we are paving are coming in at approximately \$300,000, but we are paving a certain number of feet at that same cost. She is concerned there is no reliability in the numbers we have. She would not like to approve using these numbers because they seem to be off. She would like to see some real numbers because this is a total of \$8M, which is almost the Public Works' entire budget. She would like to see what it is that we are actually spending that on. She goes back to when she asked specifically how we are putting these roads in priority with the all the roads we already own, and have to maintain. If we spend \$8M on these roads, we have no money for anything else.

Mr. Brown stated, it is his understanding, that looking at these private roads, and bringing them in, was a reflection of a request that was made by Council. It is not something where we are looking to prioritize County-owned roads over non-County-owned roads, but as a function of a request that we are trying to address. He wants to make sure that, as we go through this process, we are in taking information. We are trying to create a product, so that if you decide, at some point, to bring in these private roads, that you have the legal purview and some level of measurement. Hearing you, talk about how you might want to prioritize these is helpful to staff because right now staff is just utilizes something to begin the process.

Ms. Myers stated she heard the gentlemen that spoke earlier, and she is concerned. She wants it to be clear that she is deeply concerned that these roads are orphaned because somewhere along the line we dropped the ball. She wants them in the system, but they have to be in the system along with the other 400 miles of road that we own and maintain, so we need a prioritization process.

Ms. McBride stated one of her concerns is the subdivision assessment for private roadway takeover. She inquired when the assessment was done and how the subdivisions were selected. She stated she has concerns about the fairness, and making sure that it is an equitable selection of subdivisions.

Mr. Staley stated Ms. Hegler started the process around 2013, prior to him coming to the County in late 2015. He stated they looked at all the subdivisions that were not taken over. Some were in the process of being constructed and have likely been taken into the County. These are the ones that were left behind somehow. Either the developer passed away, the bond expired, etc.

Ms. McBride stated the most important thing is to find a means to prioritize the roads, and it is inclusive.

Mr. Eversmann stated the prioritization deals with the roads that are limbo. In that, they have not been accepted into the County Road Maintenance System. Thereby, if anyone is doing any maintenance activity on them, it is the residents or HOAs. As far as roads that are accepted, and in the County Road Maintenance System, we maintain them on a daily basis. They fix potholes, and do full depth patches. In the future, they will do pavement preservation. It is not a question of short-term competition for resources, although, as the County Road Maintenance System grows, we need to address those issues.

Mr. Malinowski stated, when Ms. Hegler started this process, it was being determined all the way back to Anna Almeida, that there were roads that had been “abandoned” because developers moved on, and the roads did not get completed. The roads that came up on this list, that we have in front of us, came about because they fit that particular category of being an “abandoned” road, not based on subdivisions.

Mr. Jackson stated he remembers this conversation coming because of concerns raised by Council about an inequitable process of doing roads. During his tenure, there was an in depth conversation saying we need to get some structural fairness in place. The inequity of the past allowed for certain roads, and certain communities/subdivisions, to get priority over other areas. Because it did not seem to be fair and equitable, we wanted there to be a fair way of making this happen. Since the budget is limited, we did not want those dollars to be expended on those who made the most noise, instead of those that had the greatest need. We need to research this more. One of his colleagues raised an issue about developers who came in and did shoddy work, dropped the ball, and what we should do about them. We had a debate, and potentially a vote, on whether we should ban them for life, or ban them for some period of time.

Mr. Malinowski stated he inquired, in the past, whether we could create a list of developers that failed to complete the work in these subdivisions. He was told we could not do that because some developers may walk out, and the next week they start another company. It seems to him, if the developer’s name is associated with any company, we should be able to hold them responsible for the roads they abandoned. He would like Legal to research that. He stated we should not be giving contracts to companies that have failed to do the work.

Ms. Newton stated, for clarification, her directive to Legal is to understand any, and all, remedies that we can take to hold the developers accountable.

Mr. Malinowski withdrew his motion.

Mr. Malinowski moved, seconded by Ms. Dickerson, to bring this item back to Council, with definitive information, at the 1st Council meeting in December.

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

Present but Not Voting: Manning

18. **EXECUTIVE SESSION** – Ms. Kennedy moved, seconded by Ms. Terracio, to go into Executive Session.

In Favor: Terracio, Newton, Kennedy, Dickerson, and Livingston

Opposed: Walker

Present but Not Voting: Malinowski, Jackson, Myers and McBride

The vote was in favor.

Council went into Executive Session at approximately 7:33 PM and came out at approximately 8:34 PM

Ms. Dickerson moved, seconded by Ms. Kennedy, to come out of Executive Session.

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

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

- a. Brown vs. Richland County Election Commission, et. al. – No action was taken.
- b. CAMA System Update – Ms. Myers moved, seconded by Ms. Terracio, to proceed, as requested in Executive Session, with regard to the system upgrades, the consultant and the search for the proper funding source.

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

Present but Not Voting: Manning, Livingston and McBride

The vote in favor was unanimous.

- c. PDT Document Production – Ms. Myers moved, seconded by Ms. Terracio, to go back to the PDT with a request that the documents be categorized in a fashion that staff would have the ability to review them.

Mr. Malinowski requested a friendly amendment to have the PIO Office issue a press release.

Ms. Myers accepted the friendly amendment.

Mr. Jackson stated, in the event the PDT is unable to do what we are requesting, there are firms that do this for a living.

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

Abstain: Jackson, Manning and Livingston

The vote in favor was unanimous.

20. **MOTION PERIOD**

- a. I move that the Council Rules be modified to reflect that Council Meetings scheduled as a part of the Annual Meeting Calendar approved by Full Council prior to the beginning of the Calendar year in which they will be held are considered to be Regular Meetings and not considered Special Called Meetings just because they are not held on the 1st or 3rd Tuesdays of the month [MANNING] – This item was referred to the Rules & Appointments Committee.
- b. I move that all first time grantees who are wanting funding from Council H-Tax Allocations must first apply through Zoom Grants with the Office of Budget and Grants Management to ensure their projects is H-Tax Compliant before Staff completes a Request for Action and it gets on the Council Agenda for Council approval [LIVINGSTON] – This item was referred to the A&F Committee.

21. **ADJOURNMENT** – The meeting adjourned at approximately 8:40 PM.

Special Called Meeting
September 17, 2019

HARRIS GOVERN

MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (this "Agreement") is made and entered into on _____ ("Effective Date") by and between HARRIS GOVERN, an unincorporated business unit of Harris Systems USA Inc. ("HARRIS GOVERN") and **Richland County** ("Licensee").

1. DEFINITIONS.

"Work Order" has the meaning set forth in Section 2.

1.1 "Floating User" means the number of undesignated concurrent users specified in any Work Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.2 "Named User" means the number of users specified in any Work Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.3 "Licensed Software" means the proprietary HARRIS GOVERN software (in object code format only) and related documentation that is identified in any mutually agreed upon Work Order.

1.4 "Business Unit" means the specific county division or operations unit identified in a Work Order for which Licensee is authorized to use the Licensed Software.

1.5 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

1.6 "Production" means the utilization of the Licensed Software to input information into the system, in a non-testing environment, that will be used to perform any of the following functions- create ownership information, create property valuations, collect and receipt tax monies, and to publish property assessment information to the public.

2. WORK ORDERS.

2.1. Licensee may issue to HARRIS GOVERN written Work Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from HARRIS GOVERN (the "Work Order(s)"). Such Work Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial

version of each Work Order shall be generated by HARRIS GOVERN. HARRIS GOVERN shall accept any mutually agreeable Work Orders or alterations thereto. HARRIS GOVERN may reject a Work Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Work Orders submitted by Licensee must be substantially in the form of Work Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Work Order shall be attached hereto and incorporated herein as Work Order 1, 2, et seq.

3. LICENSE.

3.1. Grant of License. Subject to the terms of this Agreement and any applicable Work Order, HARRIS GOVERN hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license and/or sublicense, as applicable, to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Work Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Work Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with HARRIS GOVERN, (iii) attempt to circumvent any technical devices of the Licensed Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark

or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Work Order or recommended by HARRIS GOVERN. Licensee acknowledges and agrees that the License is restricted to county operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

4. SERVICES.

4.1. Professional Services. HARRIS GOVERN shall provide professional services ("Services") as described in Work Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Work Orders. Subject to the mutual agreement of the parties in a Work Order, HARRIS GOVERN personnel will perform these Services at the rate and charges set forth in such Work Order, plus applicable travel, meal and lodging expenses.

4.2 Maintenance and Support Services. HARRIS GOVERN shall provide maintenance and support services ("Maintenance") as described in Work Orders to maintain the Licensed Software in compliance with the State Property Tax Code, and to provide technical support, Licensed Software updates, and other services as described in Work Orders. Unless otherwise set forth in an applicable Work Order, support calls for service will be provided during normal business hours and will be responded to in a maximum of 2 hours from the time the call was placed. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, licensee will be required to pay HARRIS GOVERN the entire Maintenance Services Fees for the period of discontinuance, plus the Maintenance Services then commencing.

5. FEES AND EXPENSES.

5.1. In consideration for the License and the Services and Maintenance to be provided by HARRIS GOVERN, Licensee shall pay the fees as

indicated in the applicable Work Order. Licensee will pay these fees within sixty (60) days of the date of the invoice, unless otherwise provided in the Work Order. Thereafter, all past due balances shall accrue interest at the rate of 1% per month unless subject to a good faith dispute.

6. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1. Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by HARRIS GOVERN to Licensee (the "Proprietary Information") are confidential and that HARRIS GOVERN has and will have exclusive Intellectual Property Rights in such Proprietary Information. For purposes of this Agreement, "Proprietary Information" shall include all third-party information provided by HARRIS GOVERN to Licensee.

Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of HARRIS GOVERN'S Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of HARRIS GOVERN. Except as otherwise expressly set forth in any Work Order, HARRIS GOVERN shall own all right, title, and interest in and to all Deliverables that are written or created by HARRIS GOVERN personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Work Order.

6.2. Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to HARRIS GOVERN and/or the applicable licensor. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.3. Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of HARRIS GOVERN confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and

consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Demonstrating the capability of the system to competing appraisal districts, competing vendors, and/or competing agents shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.4. HARRIS GOVERN agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. HARRIS GOVERN agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to HARRIS GOVERN's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement.

6.5. The provisions of this Section 6 apply to the Licensed Software as originally delivered by HARRIS GOVERN and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.6. Licensee agrees to assist HARRIS GOVERN in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with HARRIS GOVERN in any litigation that HARRIS GOVERN determines, in its sole opinion, is reasonably necessary to protect the Proprietary Rights.

6.7. The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the

necessity of posting bond or proving actual damages.

7. INDEMNITY.

7.1. Notwithstanding any other limitation herein, HARRIS GOVERN will indemnify and defend Licensee, at HARRIS GOVERN'S expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies HARRIS GOVERN in writing of any such claim; (ii) gives HARRIS GOVERN full authority and control of the settlement and defense of the claim; Richland County also reserves the right to participate and (iii) fully cooperates with HARRIS GOVERN in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without HARRIS GOVERN'S prior written consent.

7.2. This indemnity does not apply to, and HARRIS GOVERN will have no obligation to Licensee for, any infringement claim to the extent it arises from: (i) any modification to the Licensed Software by anyone other than HARRIS GOVERN unless approved in writing by HARRIS GOVERN; (ii) modifications made by HARRIS GOVERN at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3. If an infringement claim arises, or in HARRIS GOVERN'S reasonable opinion is likely to arise, HARRIS GOVERN may promptly at its own expense obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF HARRIS GOVERN AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8. WARRANTY AND LIMITATION OF LIABILITY. HARRIS GOVERN warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License extended under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Work Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for ninety (90) days from Go-Live. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time. **HARRIS GOVERN FURTHER GUARANTEES AND WARRANTS THAT THE WORK SHALL BE PERFORMED AND COMPLETED IN ACCORDANCE WITH THE GENERALLY ACCEPTED INDUSTRY STANDARDS, PRACTICES AND PRINCIPLES APPLICABLE TO SYSTEM IMPLEMENTATION. WITHOUT WAIVER OF THE CLIENT'S OTHER RIGHTS OR REMEDIES. SERVICE PROVIDER MAY BE REQUIRED TO REDEVELOP ANY OF THE REQUIRED SERVICES WHICH WERE NOT PERFORMED IN ACCORDANCE TO THOSE STANDARDS AND HAVE NOT OTHERWISE BEEN ACCEPTED AND AUTHORIZED BY LICENSEE IN WRITING. ALL SUCH REDEVELOPMENT WORK WILL BE PERFORMED AT THE SERVICE PROVIDER'S EXPENSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE WORK ORDER, HARRIS GOVERN HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.**

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HARRIS GOVERN, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' AND EXCEPT FOR DAMAGES ARISING OUT OF (A) HARRIS GOVERN'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 HEREIN, (B) INJURY OR DEATH TO PERSONS, OR (C) DAMAGE TO TANGIBLE OR REAL PROPERTY, HARRIS GOVERN'S ENTIRE LIABILITY AND OBLIGATION TO PAY THE LICENSEE AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS GOVERN IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR

OTHERWISE, (i) FOR TIME PERIOD PRIOR TO ONE (1) YEAR AFTER GO-LIVE, SHALL NOT EXCEED THE FEES PAID TO HARRIS GOVERN BY LICENSEE IN ACCORDANCE WITH THIS AGREEMENT, AND (ii) THEREAFTER, SHALL NOT EXCEED ONE (1) TIMES THE AMOUNT PAID UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE CLAIM.

IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS GOVERN, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, HARRIS GOVERN may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software and certify to HARRIS GOVERN that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay HARRIS GOVERN all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, the limitation of liability provisions of paragraph 8, and paragraph

10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. HARRIS GOVERN acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee ninety (90) days after written notice to HARRIS GOVERN of the non-appropriation of public funds. It is expressly agreed that licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

10. MISCELLANEOUS.

10.1. Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of HARRIS GOVERN, and (ii) HARRIS GOVERN may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3. This Agreement constitutes the full and complete understanding and agreement of HARRIS GOVERN and Licensee and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Work Orders, which will be deemed to be part of this Agreement when signed by each party.

10.4. No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be

exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.5. HARRIS GOVERN and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.6. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of South Carolina, without respect to conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the State and Federal District Courts for Richland County in South Carolina for the commencement or maintenance of any action between the parties arising hereunder. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.7. If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.8. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.9. The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and

applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by HARRIS GOVERN. HARRIS GOVERN may disclose Licensee's name on a list of customers.

10.10. This Agreement will become effective only upon execution of this Agreement by an authorized officer of HARRIS GOVERN and Licensee.

10.11. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage

prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to HARRIS GOVERN shall be sent to: HARRIS GOVERN, 760 N Watters Road, Suite 100, Allen, TX 75013.

10.12. The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HARRIS GOVERN

Address: 760 N Watters Road
Suite 100
Allen, TX 75013

By: _____
Name: Robert Wood
Title: Vice President, Sales

RICHLAND COUNTY

Address: **2020 Hampton St.**
Columbia, SC 29204

By: _____
Name: _____
Title: _____

**Work Order 1
Licensed Software, Implementation and Training**

This Work Order 1 ("Work Order") to the HARRIS GOVERN Master License and Services Agreement ("Agreement") is unit of Harris Local Government Solutions Inc. ("HARRIS GOVERN") and **Richland County** ("Licensee") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Work Order shall have the meanings assigned to them in the Agreement.

1. Licensed Software. HARRIS GOVERN shall deliver the following Licensed Software to Licensee. Licensee shall pay License fees in accordance with the payment schedule set forth in Section 7 of this Work Order.

Software Licenses		Appraisal
Number of Parcels	175,000	
Number of Appraisal Users	37	
RealWare Appraisal Application and (37) User Lic Matix		\$ 800,000
RealWare Mobile Device License (13 users and 1 Server) - OPTIONAL		\$ 79,975
RealWare Software Total		\$ 879,975

Required Third-Party Software		
APEX	13 \$	545 \$ 7,085
Third-Party Software Total		\$ 7,085

2. License Period. The term of this Work Order shall begin on the Effective Date and continue in effect for a period of two (2) years from the beginning of the maintenance term unless terminated as provided in the Agreement. Thereafter, this Work Order shall run concurrently with the Maintenance Agreement.
3. Business Unit (if applicable): Not Applicable

**Work Order 1
Licensed Software, Implementation and Training**

4. Professional Services.

A. Professional Services Fees:

HARRIS GOVERN will provide the following professional services for data conversion, implementation, and training. Harris Govern has agreed to Project as not to exceed \$1,480,250.00. Licensee will pay the professional services fees as specified in the payment schedule in Section 7 of this Work Order. Additional hours may be purchased at the then current rate of per hour plus expenses.

Professional Services	Appraisal
Conversion	
Standard Conversion for Appraisal	\$ 573,000
Roll History Conversion for 10 years	
Document Imaging Conversion/Linking	
Pre-Install Visits / Project Management	
Interface for Tax Billing & Collections System	
Software Installation	
RealWare Appraisal Product Installation (Includes conversion cleanup, pricing and depreciation table installation for Real and TPP)	
Training	
RealWare Appraisal Training - 2 Weeks onsite training	
Hardware Installation	
Server Installation and Configuration, Includes following Network Setup and Configuration PC Installation and Configuration	
RealWare Mobile - Optional	\$ 20,190
Training - 1 week onsite Server, Field device, & Cloud Setup	
Professional Services Total	\$ 593,190

B. Professional Services Activities:

- i. Project Scoping: This consists of performing the following services: (a) develop a project scope document (b) develop a project implementation document that details the configuration of the Licensed Software.
- ii. Data Conversion: This consists of performing the following services: (a) pre-conversion meeting between HARRIS GOVERN analyst performing the conversion and Licensee's technical staff to discuss file layouts and other data related issues that may be of importance. (b) Data conversion will be performed prior to the scheduled installation date. Data entry on previous vendor's system must stop during the final data conversion phase. (c) Data validation by Licensee staff to allow Licensee personnel to evaluate the converted data. Data placed in incorrect locations will be adjusted and re-converted. (d) If necessary, a final conversion will be performed a few days prior to installation date and data will be re-validated. County is responsible for generating reports to specified format from the legacy system of record to

include market and taxable value for all properties/accounts with detailed breakdown of value segments to facilitate the conversion validation process.

Work Order 1 Licensed Software, Implementation and Training

- a. Appraisal Data Conversion Dependencies: The appraisal conversion will include the current year's appraisal data and up to ___ years of historical data. The historical data conversion is only possible if prior year's record layouts or table schemas are sufficiently the same format as the current year and follows the same business rules. If the historical data format is not sufficiently similar to the current year's format, HARRIS GOVERN may propose a separate Work Order for this historical data conversion.
 - iii. Project Management: This consists of HARRIS GOVERN's management staff coordinating and organizing the implementation and conversion efforts to ensure transition is a success.
 - iv. Product Configuration & Data Validation: This consists of product configuration management, appraisal data validation, RealWare product configuration.
 - a. RealWare Client Configuration: This consists of HARRIS GOVERN's technical personnel visiting Licensee's offices and configuring and testing the appraisal and tax collection software application on Licensee machines. Technical staff will at this time also install the RealWare database, RealWare services-tier and Licensee's data on the server including PC configuration as necessary.
 - b. PC Software Dependencies: The initial installation of RealWare software on Licensee's PCs will require the use of IT personnel. The client or desktop and server hardware must meet minimum specifications as outlined in the "*Hardware and LAN Requirements*" attached hereto.
 - v. Server Configuration: This consists of HARRIS GOVERN's technical personnel configuring the server and all other required computer hardware, including, but not limited to the following (a) configuring Windows Server, (b) configuring backup software, (c) configuring Dynamic Host Configuration Protocol (DHCP) services, (d) configuring Remote Access Services (RAS), (e) configuring Internet Information Server (IIS) services, (f) configuring MS SQL Server, (g) configuring internet connectivity and related fire-wall software, (h) configuring print services, printer drivers, network printers and monitoring software (i) adding all users.
 - vi. Product Training: This consists of HARRIS GOVERN's product specialists to conduct onsite training in several areas including: (a) appraisal product training, if applicable, (b) collections product training, if applicable, and (c) System Administration training.
 - C. Acceptance of Conversion: The conversion shall be deemed accepted after HARRIS GOVERN presents Licensee with summary totals and reports that validate County data has been substantially converted to allow Licensee to conduct business with the software as the system of record; Licensee shall accept the same in writing within five (5) business days of receiving such summaries and reports.
5. Hardware and LAN Requirements – The RealWare product is a 32-bit N-Tier application and as such has some minimal hardware requirements. These requirements will be reviewed ninety (90) days prior to implementation to ensure they reflect the most current hardware and LAN requirements.

LAN Requirements - The RealWare product also requires a Local Area Network (LAN) infrastructure to be in place for proper operation. All cable-drops must be Category 5 or better certified throughout the building.

Work Order 1
Licensed Software, Implementation and Training

Hardware Recommendations

RealWare Server Specifications

	<p>Minimum Specs:</p> <ul style="list-style-type: none">· Windows Server 2016· SQL Server 2016· 4 vCPUo +2 vCPU with CollectWare· 8 GB memoryo +8 GB memory with CollectWare· *Storage IOPS 10K
Database Server	<p>Recommended Specs:</p> <ul style="list-style-type: none">· Windows Server 2016· SQL Server 2016 SP2· 8 vCPUo +4 vCPU with CollectWare· 16 GB memoryo +16 GB memory with CollectWare· *Storage IOPS 30K
	<p>*Storage throughput tends to be the limiting factor in performance. The jurisdiction's size and the amount of historical data retained may require higher IOPS. IOPS are affected by a combination of storage technology and setup as well as CPUs and memory.</p> <p>Storage capacity depends on County size and the amount of historical data retained.</p>
Application Server	<p>Minimum Specs:</p> <ul style="list-style-type: none">· Windows Server 2016· 4 vCPU· 8 GB memory <p>Recommended Specs:</p> <ul style="list-style-type: none">· Windows Server 2016

Client PC

- 8 vCPU
- o +8 vCPU with CollectWare
- 8 GB memory
- o +4 GB memory with CollectWare

Minimum Specs:

- Windows 7
- 2 cores
- 8 GB memory

Recommended Specs:

- Windows 10
- 4 cores
- 8 GB memory

6. Payment Schedule – HARRIS GOVERN will invoice Licensee in accordance with the following schedule based upon the occurrence of the events as specified below.

Milestone ID	Milestone Title	When [month #]	Amount	Estimated Date
L1	Execution of contract	0	\$207,012.75	May 2020
DC1	Data Conversion 1	4	\$34,502.13	July 2020
DS1	Discovery and Solution Design 1	6	\$34,502.13	Aug 2020
AD1	Application Development 1	6	\$138,008.50	Oct 2020
AD2	Data Conversion 2	8	\$138,008.50	Jun 2021
DC2	Application Development 2	10	\$207,012.75	
SC1	System Configuration 1	12	\$69,004.25	
FT1	Functional Testing 1	14	\$138,008.50	
AT1	Acceptance Testing 1	16	\$138,008.50	Aug 2021
T1	Training 1	16	\$34,502.13	Oct 2021
AT2	Acceptance Testing 2	17	\$34,502.13	
G1	Go-Live	18	\$138,008.50	Oct 2021
CS1	Completion of Post Go-Live Services	20	\$69,004.25	
MO1	Mobile Training Confirmation		\$100,165.00	TBD
			\$1,480,250.00	

Work Order 1
Licensed Software, Implementation and Training

7. Other Requirements.

- A. In order that Licensee is assured proper access to the Licensed Software, HARRIS GOVERN requires that Licensee maintain a certain computing and networking environment as set forth in Section 6 (*Hardware and LAN Requirements*). HARRIS GOVERN will determine and ensure proper configuration of all hardware and related equipment and devices and verify such hardware (whether currently owned or later purchased) is compatible with the Licensed Software.
- B. Licensee will implement procedures sufficient to satisfy its obligations for security under the Agreement, including appropriate control of its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Licensed Software.
- C. Acquisition of Data for Conversion: At the initiation of the conversion process and installation of the Licensed Software, it may be necessary for HARRIS GOVERN to review, inspect or request data in a software system managed or owned by a third-party vendor. Licensee agrees to provide HARRIS GOVERN access and if necessary, obtain all necessary third-party rights and permissions to access such systems or obtain such data as requested by HARRIS GOVERN. Licensee agrees to indemnify HARRIS GOVERN for any liability for damages to a third-party vendor involving claims of use or misuse or access to confidential and/or privileged information by HARRIS GOVERN but only to the extent that such damages resulted from the actions of Licensee. HARRIS GOVERN will not be held responsible for any delays in Licensee's failure to procure the requested data or receive third party vendor authority for access by HARRIS GOVERN.
- D. Budgeted Implementation Days: HARRIS GOVERN will conduct implementation services as indicated above up to the total number of professional service days outlined above. Implementation services may include conversion, software and hardware configuration, and training. If for any reason one service takes less time than anticipated, the unused hours will not roll over to the next service. If it is anticipated that implementation or conversion will take longer than expected, then HARRIS GOVERN will notify Licensee and the parties agree to work cooperatively with each to adjust the project scope in order to bring the project within budget, or, seek approval of an at cost change order that would cover additional professional services cost. Change orders with cost would be subject to County approval.

IN WITNESS WHEREOF, the parties have executed this Work Order as of the Effective Date.

HARRIS GOVERN

Address: 760 N Watters Road
Suite 100
Allen, TX 75013

By: _____
Name: Robert Wood
Title: Vice President, Sales

RICHLAND COUNTY

Address: **2020 Hampton St.**
Columbia, SC 29204

By: _____
Name: _____
Title: _____

Work Order 2 Maintenance

This Work Order 2 ("Work Order") to the HARRIS GOVERN Master License and Services Agreement ("Agreement") is made and entered into on _____ ("Effective Date") by HARRIS GOVERN, an unincorporated business unit of Harris Systems USA Inc. ("HARRIS GOVERN") and **Richland County** ("Licensee") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Work Order shall have the meanings assigned to them in the Agreement.

1. HARRIS GOVERN will provide the following Maintenance services:
 - A. Unlimited phone, internet, and email support during normal business hours for two (2) contacts.
 - B. Licensed Software updates as needed to stay in compliance with relevant legislation.
 - C. General product enhancements provided to all Maintenance customers.
 - D. The Harris Govern maintenance support policy DOES NOT include:
 - On-site support
 - Troubleshooting third party applications or other software applications not developed or integrated with RealWare
 - Assistance with personal computer problems.
 - Legal Advice
 - Any services beyond standard troubleshooting. Support requests that expand over 2 hours (i.e. custom queries, etc.) may be converted to professional services with additional costs involved
2. Licensee shall be invoiced in four (4) equal installments at the beginning of each quarter as follows: January 1, April 1, July 1, and October 1.
3. Payment for Maintenance and Support-Annual Maintenance and Support Services fees are required to be paid by Licensee as specified in the Agreement. Payments for Maintenance and Support Services shall be due within sixty (60) days after the receipt of HARRIS GOVERN's invoice. Thereafter, all past due balances shall accrue interest at the rate of 1% per month.

4. Annual Maintenance fees are set forth below:

Support and Maintenance	Units	Total
<u>RealWare Software Support & Maintenance</u>		\$ 175,285
RealWare Appraisal	1	
Matix	1	
APEX	13	
	Sub Total	\$ 175,285
<u>RealWare Mobile Support & Maintenance - OPTIONAL</u>		\$ 33,993
RealWare Mobile - Sync Service	1	
RealWare Mobile - Field Device(s)	13	
Amazon Cloud Data Fees (175000 Parcels) (.08 cents per parcel)	0.08	
Total Annual Maintenance Cost - Software & Mobile		\$ 209,278

Support and Maintenance includes:

Unlimited Phone, Email, and Internet Support
 Hotfixes, Patches, and Upgrades
 Product Upgrade Services

Note: Maintenance is billed on a quarterly basis

5. Standard Maintenance fees may be adjusted by HARRIS GOVERN based on calendar year.
6. The Maintenance term shall begin when end user training starts for the Licensed Software and continue for a period of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this Work Order shall automatically renew annually following the "Initial Term".
7. After the Initial Term, either party may terminate Maintenance for any reason upon one hundred and eighty (180) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Work Order as of the Effective Date.

HARRIS GOVERN

Address: 760 N Watters Road
 Suite 100
 Allen, TX 75013

By: _____
 Name: Robert Wood
 Title: Vice President, Sales

RICHLAND COUNTY

Address: 2020 Hampton St.
 Columbia, SC 29204

By: _____
 Name: _____
 Title: _____



Agenda Briefing

Prepared by: Clayton Voignier, Director
Department: Community Planning and Development Department
Date Prepared: April 13, 2020 **Meeting Date:** May 21, 2020

Legal Review	Elizabeth McLean via email	Date:	April 21, 2020
Budget Review	James Hayes via email	Date:	April 23, 2020
Finance Review	Stacey Hamm via email	Date:	April 21, 2020
Approved for Consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance Committee		
Subject:	Contract Amendment – Walden Pond Feasibility Study		

Recommended Action:

The Richland County Conservation Commission (RCCC) approved an amendment in the amount of \$17,500 to the original contract with WK Dickson to conduct the Walden Pond Feasibility Study at its February 10, 2020 meeting and recommends the approval of the proposed contract amendment.

Motion Requested:

I move to approve the proposed contract amendment in the amount of \$17,500 to the original contract with WK Dickson to conduct the Walden Pond Feasibility Study.

Request for Council Reconsideration: Yes

Fiscal Impact:

Funds are available in the Professional Services line item (526500) of the Conservation Commission Special Revenue Fund GL-1209451000.

Motion of Origin:

There is no associated Council motion of origin. Staff has moved this request forward at the request of the Richland County Conservation Commission (RCCC).

Council Member	
Meeting	
Date	

Discussion:

Walden Pond, also known as Rotureau Lake, is located in the Wateree River Watershed in northeastern Richland County (County) in the upper end of Spears Creek immediately upstream (west) of Spears Creek Church Road (S 40-53). This approximately 20-acre pond is owned by the Walden Pond Property Owners Association (WPPOA). It has a watershed area containing approximately 1,000 acres of built out residential and commercial land and a smaller (approximately 10-acre) unnamed pond with a different owner, Mrs. Cathy Delk, directly upstream. The dams of both Walden Pond and the unnamed pond breached as a result of the historic rainfall in October 2015. The resultant downstream flooding was widespread and significantly damaged Spears Creek Church Rd., which has been temporarily repaired by the South Carolina Department of Transportation. Both ponds remain drained, with small permanent pools remaining.

The Walden Pond dam as well as other parcels upstream and adjacent to the dam are owned by the WPPOA, which is made up of a group of home owners in a subdivision adjacent to the dam and ponded area. The WPPOA decided after the flood they did not want to replace the dam. Because the dam provided some downstream flood reduction, not replacing the dam in some form would lead to an increase in flood levels and was not an option for the WPPOA. The WPPOA approached Richland County Public Works and met with them on February 23, 2017 to identify and analyze strategies to achieve flood attenuation, while simultaneously providing stream/wetland restoration, in lieu of reconstructing the dams.

The WPPOA proposed donating the flooded property as well as another smaller tract to the County for use as a wetland and stream mitigation site and a public park, if the dam could be stabilized and/or removed while maintaining the downstream flood attenuation. Public Works staff requested Conservation Division staff to provide information regarding how the project could be completed and potential funding opportunities. In order to determine the feasibility and estimated cost of the proposed project, Public Works and Conservation staff proposed a feasibility study.

The proposed project was approved by the RCCC on November 20, 2017 using an existing Richland County Public Works On-call Engineering Firm. The term of the On-Call Engineering contract with Public Works expired before it could be utilized for this project. A Request For Proposals (RFP) was issued for the proposed project on January 31, 2018 by Richland County Procurement. After the evaluation process, WK Dickson was selected to perform the work and a contract was signed on July 12, 2018 by County Administration.

To reduce duplication of efforts and expenditures, design information from the proposed Transportation Penny Program's Spears Creek Church Road widening was to be used to inform the feasibility study. This data would include items such as survey data and hydrological information including the size and types of openings to be used in the road crossing at Spears Creek. Because of delays in the implementation of the Transportation Penny Program's Spears Creek Church Road widening, the RCCC proposes to amend the Feasibility Study to include the items needed to move forward with the project.

The RCCC approved the amendment to the existing project at their February 10, 2020 meeting.

Please see below for a timeline summary:

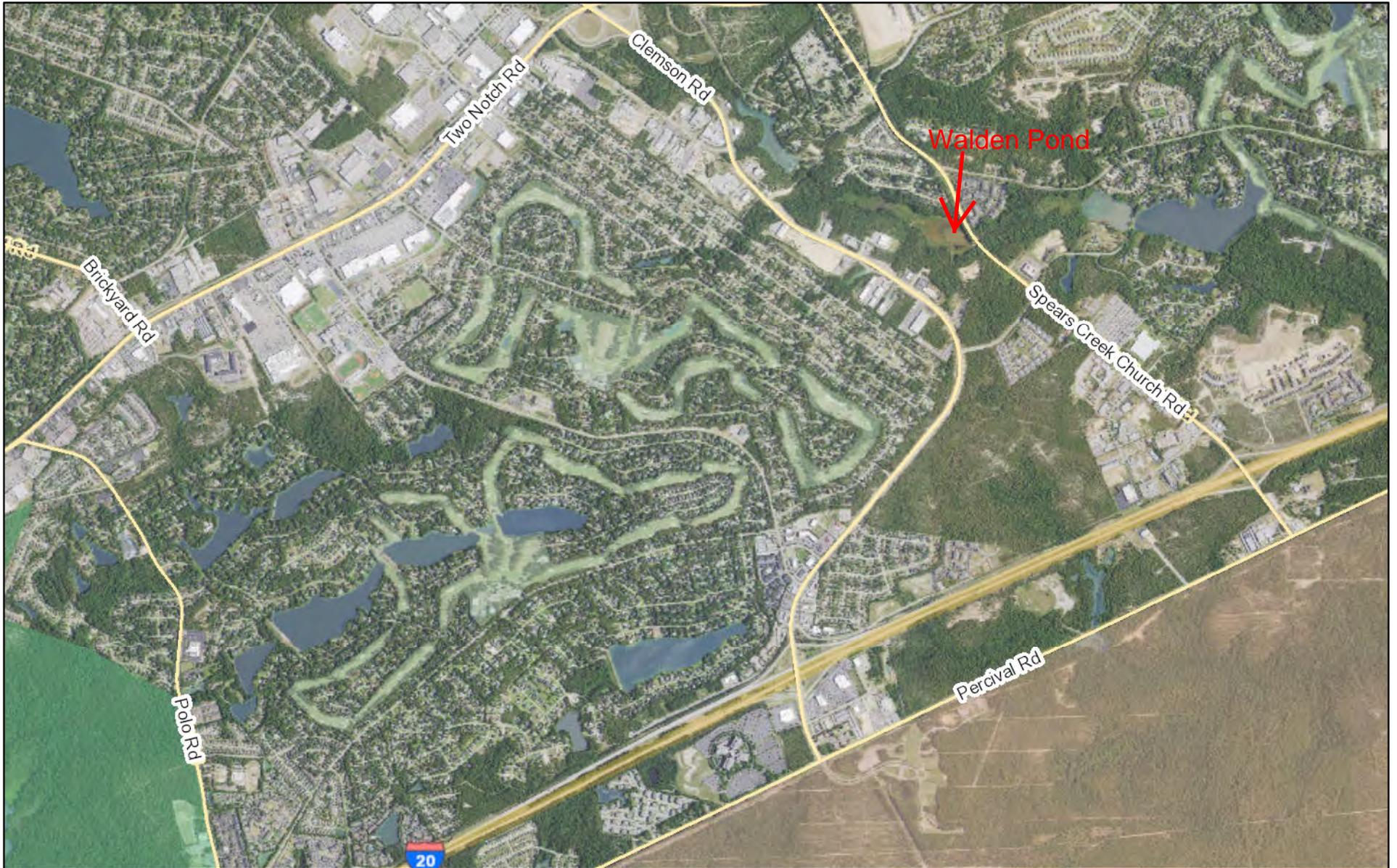
- November 20, 2017 - RCCC approved the Feasibility Study for the Walden Pond Project at its November meeting
- January 31, 2018 - Solicitation # RC-050-P-2018 issued by Procurement
- July 12, 2018 – contract with WK Dickson to conduct Feasibility Study signed by County Administration
- February 10, 2020 RCCC meeting – RCCC approved proposed amendment to Feasibility Study

Attachments:

1. Walden Pond Area Map
2. Walden Pond Parcel Map
3. RCCC Minutes November 20,2017 (relevant sections highlighted)
4. Solicitation # RC-050-P-2018 for Feasibility Study
5. Contract for Feasibility Study
6. Proposed amendment to Feasibility Study
7. RCCC Minutes Feb 2020 (relevant sections highlighted)

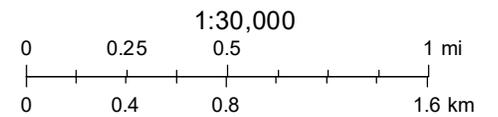
Walden Pond Area Map

Attachment 1



April 13, 2020

— Arterial Roads



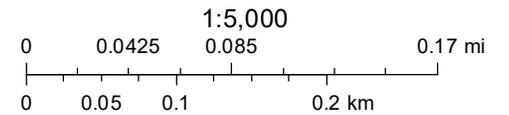
Walden Pond on Spears Creek

Attachment 2



October 18, 2017

- Parcels
 - Streams
- NWI Inventory**
- FORESTED WETLAND
 - NON-FORESTED WETLAND



Richland County
Richland County & Woolpert



2020 Hampton Street • Room 3063A
P.O. Box 192 • Columbia, SC 29202
(803) 576-2083

Minutes November 20, 2017

Attendance:

Members present: Charles Weber, Margaret DuBard, Carol Kososki, Glenice Pearson, John Grego, Virginia Sanders, Lee Rambo, Sam Holland, and Becky Bailey

Absent: Jennifer Carter, Jim Thomas

Others present:

Quinton Epps, Conservation Division
Nancy Stone-Collum, Conservation Division
Ken Driggers, Legal Counsel
Chip Jackson, County Council District 9
Tracy Hegler, Community Planning & Development (CP&D) Department
Meghan Sullivan, Community Planning & Development Department
Heather Brown, Floodplain Coordinator
Ward Marotti, WK Dickson
Marc Horstman, WK Dickson

Chairwoman Carol Kososki called the meeting to order at 3:35 pm. Carol expressed her thanks to Councilman Chip Jackson for his help during the council budget debates. Introductions of all present were made.

Approval of Agenda and Minutes

John Grego made a motion to approve the agenda and the minutes which were seconded by Virginia Sanders and approved. Carol noted that Glenice Pearson was participating via speaker phone and she encouraged all members who could not attend to take advantage of this option.

Report of the Chair

Carol reported that Council had given second reading on November 14 to bond up to \$250 million for Transportation Penny projects. This still needs third reading approval.

Walden Pond Presentation

Quinton Epps explained that the Walden Pond dam on Spears Creek Road breached in the Oct. 2015 flood. The Walden Pond Property Owners Association (WPPOA) has decided it does not want to repair the dam due to the cost. The dam provided flood protection for downstream areas and not replacing it would increase downstream flooding in future events. Therefore, WPPOA has

requested RCCC fund a feasibility study to determine if the dam could be removed, wetlands and streams restored, and the downstream increase in flooding avoided. If the study showed this could be done, and funding and approvals were obtained, WPPOA would donate 30 acres for a public park. Opportunities for mitigation exist which could help pay for the project.

WK Dickson has an on-call engineering team contract with Public Works so they were asked by Quinton to develop a scope of work and cost proposal for a feasibility study on flood attenuation and mitigation credits. Ward Marotti and Marc Horstman gave a presentation about how a study would be conducted. Because the dam provided some upstream flood storage, the study would have to determine how much water it held back and how to match the attenuation to prevent downstream flooding. Using EPA's Storm Water Management Model (SWMM), they will model the floodplain configurations, calculate the duration of flooding, and analyze the options. Councilman Jackson asked about county liability if the dam were removed and was told the liability is greatly reduced since the high hazard dam would no longer exist. Charles Weber asked if county ordinances would be reviewed because stormwater from upstream development could detrimentally impact the project. Quinton mentioned that the Stormwater Division is going through a revision of its ordinances to meet the new county National Pollution Discharge & Elimination System (NPDES) permit. RCCC can review and comment on proposed changes during 2018.

President George HW Bush's declaration of no net loss of wetlands in 1989 was the impetus for mitigation. WK Dickson did the mitigation work at Spring Valley. A preliminary review of the site indicates a stream meander of 1800 ft. could be built and 18 - 19 acres of wetlands restored. Sale of stream and wetland credits could generate \$2.5 million in gross revenues. Additional benefits from this project are net water quality and habitat improvement, improvements to downstream water, low long-term maintenance, and recreational use. A downtown mitigation project in Spartanburg resulted in a new linear park with stream and walking trails. The Army Corps of Engineers (ACE) provides two years for repair of dams before stream and wetland areas are naturalized and become jurisdictional. These areas cannot then be utilized for ACE 404 mitigation credits. WK Dickson began talking with the county in March 2017 and hopes that the ACE will take that into consideration for the 2-year timeframe.

The cost of the feasibility study is \$33,200 to be paid by RCCC. Carol asked about sources of funding for implementation to which Ward replied that permittee responsible mitigation, 319 grants, and Stormwater Utility Funds had been used in their other projects. Ward reminded members that mitigation credits would likely bring a 100% return that could be used to pay for implementation. Quinton said the likelihood of getting funds from anywhere but the county was low.

Glenice asked how this project relates to other privately-owned dams that were breached by the flood and would it set a precedent for home owner associations (HOAs) to come to the RCCC for funding projects. Quinton replied that most of the other HOAs want to rebuild and are not interested in donating their land to the county; however, it is possible other HOAs could request the same action. Mr. Jackson said he didn't want to create a path for contentious HOAs to get out of their obligations. Ken agreed it could create demand but John pointed out RCCC and the county

have a specific interest in flood control and water quality that are addressed by this project. Mr. Jackson warned that public perception is important since it was seen that the county had used mitigation to fix a problem affecting upscale homes in Spring Valley. Ken said the project should be explained as restoring the hydrology and finding ecologically sustainable solutions.

Tracy Hegler was asked about the stormwater design standards that are undergoing revision by Public Works and Planning. She said there were proposals being considered to give greater downstream analysis for development and to be compliant with the NPDES permit. WK Dickson will make projections for high density impact and look at zoning and current and future land use above the dam/pond. Mr. Jackson mentioned a rezoning issue he dealt with recently on Rimer Pond and Hardscrabble Roads where an additional 90-100 homes would cause pressure on the downstream dam. He wants the process for how stormwater flows will be managed to happen on the front end rather than after the rezoning.

Charles moved to approve funding the feasibility study at a cost of \$33,200 which was seconded by John and approved unanimously.

Report of the CP&D Director

County Initiatives

Funds from FEMA are now available for the buy-out of flooded homes from the 2015 flood. There are 72 parcels in the county where the buildings will be razed and returned to green space. Staff is developing a land use plan to determine the best use for the open space – park, natural area, or lease to adjoining neighbor. The plan should be available in January. Buildings must be demolished within 90 days of closing. Many of the properties are on Glenhaven Drive and Timberlane Road adjacent to the proposed Gills Creek Greenway; 15 are scattered throughout the county. Staff is responsible for procuring all the vendors which includes appraisers, closing attorneys, and demolition contractors.

Lower Richland Tourism Plan

Tracy suggested she would like to have Councilwoman Myers meet with the steering committee to determine what their top project for implementation is. This is a technique she used with the Mill District Master Plan. John asked that it be expanded to include stakeholders and Nancy said RCCC members should be included. Tracy thought a meeting could be scheduled for the week of Dec. 4.

Conservation Easement Strategic Plan

The plan was presented to the Council priority setting session October 26 and favorably received. RCCC is free to move forward with implementing the plan. Tracy will send the plan with a cover memo to Council for information.

Pinewood Lake Park

A legal agreement has been sent to Mr. Seals concerning the Hospitality Tax funding that takes RCCC out of managing the \$75,000 directed to Pinewood Lake Park Foundation. Virginia asked if funding would be available to the Foundation in time for their Christmas activities. Tracy thought that was a good goal to shoot for.

Charles moved and Virginia seconded a motion to extend the meeting 15 minutes which was approved.

Council Priority Setting Session

Tracy reviewed the Conservation Easement Strategic Plan with Council and mentioned the strategic plan RCCC is embarking on and that Council members would be contacted for feedback. Chairwoman Dickerson expressed interest in developing more emphasis on tourism for historic properties in the county, such as the Pine Grove Rosenwald School in District 2. Mr. Chip Jackson conveyed the need to grow businesses to meet the needs of eco-tourism.

Conservation Committee Report

John reported the committee had received a request from the Friends of the Children’s Garden to approve a revision of their grant. Clemson Sandhills Research & Education Center has changed its focus to agri-business and agriculture research. The Friends are having difficulty carrying out their programs at the Children’s Garden and have therefore decided to take the Garden of Eatin’ to K-5 schools in the vicinity. The budget has been revised to cover more supplies for school classes as well as onsite instruction time. The committee approved the request. Mr. Jackson said he’d had a candid discussion with Kathy Coleman, the director of Sandhills, and told her the county and RCCC wanted to be involved partners in a tangible way, not just in name.

Staff met with Congaree Land Trust staff to discuss collaboration for a Landscape Scale Conservation Plan and presented the idea to the Conservation Committee. Richland County would provide GIS parcel data and information related to Green Infrastructure and future land use to Dr. Robert Baldwin of Clemson University. In return, RCCC will be provided full access to the results of each parcel’s natural resource value. Due to lack of time for discussion, Charles moved and John seconded a motion to defer discussion of the project until the January meeting. The motion was approved.

Conservation Coordinator’s Report

Nancy reported on the process for the strategic plan. Colleen Bozard and Anne Sinclair will have phone interviews with Tracy Hegler and Jamelle Ellis, Ken Driggers, Buddy Atkins, and Dr. Donaldson, as well as all Council members. Two focus groups for conservation and historic will be held Dec 7. A six-hour Commission retreat will be held toward the end of January. A poll will be sent for members to indicate their availability.

Nancy reminded members of the holiday drop-in on Dec 12 and encouraged them to invite their Council member. The notice for the FY19 grant cycle is being sent out and ads are scheduled to run in several papers. The deadline for submission is February 5.

The meeting was adjourned at 5:15 pm.

Respectfully submitted,
Nancy Stone-Collum, Conservation Coordinator



**REQUEST FOR PROPOSAL
RC-050-P-2018
Walden Pond Feasibility Study**

Richland County Government will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the authorized representative shown below must be notified immediately.

Authorized Representative	Signature	Date
Brittany Sloan		January 31, 2018

Table of Contents

1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Submittal
	COVER PAGE	1	NO
	CONTENTS	1	NO
SECTION - A	GENERAL INFORMATION	1	NO
SECTION - B	SPECIAL CONDITIONS	4	NO
SECTION - C	GENERAL CONDITIONS	1	NO
SECTION - D	PROPOSAL SCHEDULE	1	YES
SECTION - E	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	YES
	DRUG FREE WORKPLACE	1	YES
	NO RESPONSE FORM <i>(Return Only If Not Participating)</i>	1	YES
SECTION - F	REQUIREMENTS <i>(provide responses)</i>	3	YES
SECTION - G	SOLICITATION, OFFER & AWARD	1	YES
	<i>Returned sections will be incorporated with executed agreement</i>		

2. Acknowledgment of Amendments	Amendments #	Date	Amendments #	Date
Offeror acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) and date of each)				

Section - A

General Information

General Information

About Richland County

The County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 334,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8th national among urban libraries serving a population of 250,000 – 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10th largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

Section – B

Special Conditions

SPECIAL CONDITIONS

Read all parts of the solicitation package thoroughly;

Follow all instructions and respond to requested information and requirements;

Return all paperwork requested; Sign required documents;

Submit your complete package on or before the date and time requested.

1. False Statements in Submittal of Proposals:

Proposers must provide full, accurate, clear and complete information as required by this solicitation its attachments and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Richland County Government (County) solicitations, purchasing and award of contracts for a period as prescribe by the Director of Procurement. The County does not waive its rights to seek further actions.

2. Submission of Offers in the English Language:

Proposals submitted in response to this solicitation shall be in English. Offers received in other than English shall be rejected.

3. Submission of Offers in U.S. Currency

Proposals submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

4. Proposals will be publicly received and recorded at the time and place indicated by Section Special Conditions and G Solicitation, Offer and Award and as amendments of this solicitation.

5. Proposals shall be made in the official name of the company or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Proposals. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.

6. Proposal information may be obtained by visiting our webpage at:

<http://www.rcgov.us/Businesses/ProcurementContracting.aspx>

7. One original sealed proposal clearly marked: ***“RC-050-P-2018, Walden Pond Feasibility Study”*** shall be submitted in an enclosed and secured envelope/container;

***Richland County Government
Office of Procurement and Contracting
2020 Hampton Street, Suite 3064 (Third Floor)
Columbia, SC 29204-1002
Attn: Brittany Sloan***

8. ***Additionally***; participants must submit one exact electronic copy of the original proposal on a compact disc (CD) or a USB flash drive; the electronic copy shall be labeled: ***“RC-***

050-P-2018; Walden Pond Feasibility Study” and submitted with the envelope/container to the address as shown above. **The cost proposal shall be in a separate folder within the electronic format.**

9. Proposals shall be accepted any weekday from Monday through Friday (excluding County holidays and weekends) between 09:00 AM, through 4:00 PM, local time. Last day of acceptance for this solicitation is **Tuesday, March 6, 2018 until 3:00pm Eastern Time.**
10. The County will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Director of Procurement must be notified immediately.
11. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the proposals.
12. The County shall not accept responsibility for unidentified proposals.
13. The County shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs shall be borne by the Proposer.
14. The Proposal must be clearly marked **“Confidential”** for each part of the Proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-4-, Code of Laws of South Carolina, 1976 (1986 Cum Supp.) (Freedom of Information Act). If any part is designated as “Confidential”, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.
15. It is the intent and purpose of the county that this solicitation permits competition. It shall be the Proposer’s responsibility to advise the Director of Procurement in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Office of Procurement at least five calendar (5) days prior to proposals receipt date. A review of such notification shall be made.
16. When applicable, South Carolina Sales Tax shall be shown as a separate entry on offeror’s total summation. When required, exemption certificates shall be furnished on forms provided by the Proposer.
17. Proposal cost must be submitted in a separate sealed and enclosed container properly identified with the proposal number and name.
18. Proposer(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered on a separate sheet marked **“Additional Information”**.
19. The County reserves the right to accept one or more proposals or reject any or all proposals received in response to this solicitation and to waive informalities and irregularities. The County also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

20. By responding to this solicitation, it is understood that each proposer shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies.
21. Proposers are encouraged to familiarize themselves with the SLBE (Small Local Business Enterprise) program and the emerging SLBE programs; Information regarding these programs can be found on the Richland County website at www.richlandonline.com under the Business Tab.
22. All questions in regards to this solicitation must be submitted no later than Thursday, February 22, 2018 by 3:00pm, ten (10) days prior to the closing date. No questions will be accepted past this date. Questions can be sent via email and will be addressed in a Q & A document that will be dispersed directly to the questioning vendors and posted to the Richland County Procurement site.
23. Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, the Executive Director of the State Budget and Control Board (SC State Fiscal Accountability Authority, Division of Procurement Services effective July 1, 2015) has published a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The Iran Divestment Act of 2014 list is online at <http://www.mmo.sc.gov/PS/PS-iran-divestment.phtm>
24. Award will be made to the highest ranked offeror deemed most advantageous to the Richland County.
- 25. All participating Proposers are strongly encouraged to make a site visit to obtain a better knowledge and understanding of the property and its needs. Please contact Vicky Jinks at (803) 462-0802 to schedule a site visit.**

EVALUATION

1. GENERAL

A duly appointed Evaluation Team (Team) will conduct proposal evaluations; the Team shall be assigned by the County. Proposal will be evaluated and the Team shall assign ratings to each proposal submitted and *may* establish a - short list representing the top firms for further evaluation (at the County's discretion), at which time the County reserves the right to establish different and separate evaluation criteria. Documents also may be examined by other agencies and consultants at discretion of the County.

The evaluation process is to determine which proposal is most advantageous to the County taking into consideration evaluation factors set forth in the solicitation and such evaluation criteria as established internally for evaluations to select the contractor most qualified to provide the services as stipulated and proceed with negotiations;

If an agreement cannot be reached with the top Proposer, the County may then negotiate in descending order. The County is not obligated to accept the lowest cost; award of a contract

will be made to the Proposer providing the most responsive, responsible offer that provides the best overall value and a fair and reasonable cost (as determined by the County), and is most advantageous to the County.

The County reserves the right to request any one of the top ranked submittals or the entire top ranked to appear for oral interviews and / or provide electronic presentations in order to further evaluate submittals. Top ranked submittal(s) will be evaluated based on criteria established for the second round of evaluations (if conducted).

The County will further take into consideration soundness, flexibility, functional capability, quality of performance, service, and time specified for performance of the contract; ability to provide support, overall cost, and Proposer's references, and any other factors that may impact the project.

The County reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.

2. MINIMUM GENERAL EVALUATION CRITERIA

The evaluation factors to be considered in the evaluation of proposals are listed below:

- 1. Method and Approach 0-40 Points**
The Proposer must demonstrate the ability to meet time requirements and successfully address the goals of the RFP. This will include evaluation of the proposed time line, creativity of the method and approach, and how well the proposer demonstrates an understanding of the work to be performed as well as the technical merit.

- 2. Qualifications 0-25 Points**
Project manager and staff expertise, as well as availability of key personnel will be the primary components of this evaluation.

- 3. Past Performance, Experience, and References 0-25 Points**
The selection committee will evaluate Proposer's previous work experience on relevant comparable projects and may inquire with references as to the respondent's previous performance on similar assignments. Proposer's must submit 5 references.

- 4. Cost 0-10 Points**
Cost Proposal must be submitted under separate sealed cover and clearly marked in a separate envelope from the Technical Proposal.

SECTION - C

GENERAL CONDITIONS

Located on Richland County Procurement Web Site

<http://www.rcgov.us/Government/Departments/BusinessOperations/Procurement.aspx>

"Terms and Conditions"

SECTION - D
Proposal Schedule

The Proposer shall furnish items and services identified under description in accordance with Special Conditions/Provisions, Requirements and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Proposer also understands by executing and dating this document proposed prices/costs shall hold firm for a period of not less than *three hundred, sixty-five (365)* calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	Date:
Signature of Agent:	
Telephone #	Fax #:
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this day of	
my commission expires:	Title:

(Must be notarized by a Notary Public)

SEAL

SECTION - E

*STATEMENT OF ASSURANCE,
COMPLIANCE & NONCOLLUSION*

DRUG FREE WORKPLACE

NO RESPONSE FORM

Richland County, South Carolina

Statement of Assurance, Compliance and Noncollusion

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Fax:

e-mail:

Subscribed and sworn to me this _____ day of _____, 20_____.

_____ My commission expires:
(Title)

NOTARY SEAL

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the firm of _____ (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abused in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
- (4) Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
 - (e) abide by the terms of the statement; and
 - (f) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying Richland County within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

CONTRACTOR

By: _____

Legal Signature _____

WITNESS:

Date: _____, 2018

No Response

RC-050-P-2018; Walden Pond Feasibility Study

If a "No Response" is to be submitted, please check the appropriate box (es) below and return this form, prior to the due date, to:

Richland County Government
Office of Procurement and Contracting
2020 Hampton St, Suite 3064 (Third Floor)
Columbia, SC 29204-1002

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
 - Cannot comply with specifications/statement of work
 - Specifications/statement of work is unclear
 - Cannot meet delivery or period of performance
 - Delivery/period of performance is unreasonable
 - Cannot meet the bond requirements
 - Not enough time to prepare proposal
 - Plan to subcontract
 - Job is too large
 - Job is too small
 - Other (please specify) _____
- _____
- _____

Company: _____

Phone/Fax: _____

Company Rep.: _____

Signature: _____

SECTION – F

REQUIREMENTS

General Project Description

Walden Pond (see attached map), also known as Rotureau Lake, is located in the Wateree River Watershed in northeastern Richland County (County), immediately upstream (west) of Spears Creek Church Road (S 40-53). This approximately 20-acre pond is located in the upper end of Spears Creek and has a watershed area containing approximately 1,000 acres of built out residential and commercial land and a smaller (approximately 10-acre) unnamed pond directly upstream. The dams of both Walden Pond and the unnamed pond breached as a result of the historic rainfall in October 2015. The resultant downstream flooding was widespread and significantly damaged Spears Creek Church Rd., which has been temporarily repaired by SCDOT. Both ponds remain drained, with small permanent pools remaining. Currently, the Walden Pond Home Owners Association does not wish to rebuild the dam, which provided flood attenuation for downstream areas. They have requested assistance in identifying other alternatives which will also provide flood attenuation. Pending property owner consent, the County is interested in alternatives which consider the unnamed pond upstream of Walden Pond. This project is to identify and analyze strategies to achieve flood attenuation, while simultaneously providing stream/wetland restoration, in lieu of reconstructing the dams.

Project Objectives

The main project objective is to determine the feasibility, cost and timeline required to maintain or improve the pre-breach flood attenuation of the Walden Pond dam through alternative methods which may include, but are not limited to stream and wetland restoration in the former pond bottom. Additional objectives include the following:

- Remove current dam from South Carolina Department of Health and Environmental Control (SCDHEC) high hazard list
- Include the unnamed upstream pond in the study
- Create a conceptual design for stream and wetland mitigation credits associated with permanent dam removal
- Determine water quality and habitat benefits to Spears Creek Watershed related to project implementation
- Create a conceptual design which minimizes the need for maintenance and maximizes aesthetics and structure location/type, with a focus on future public use/access

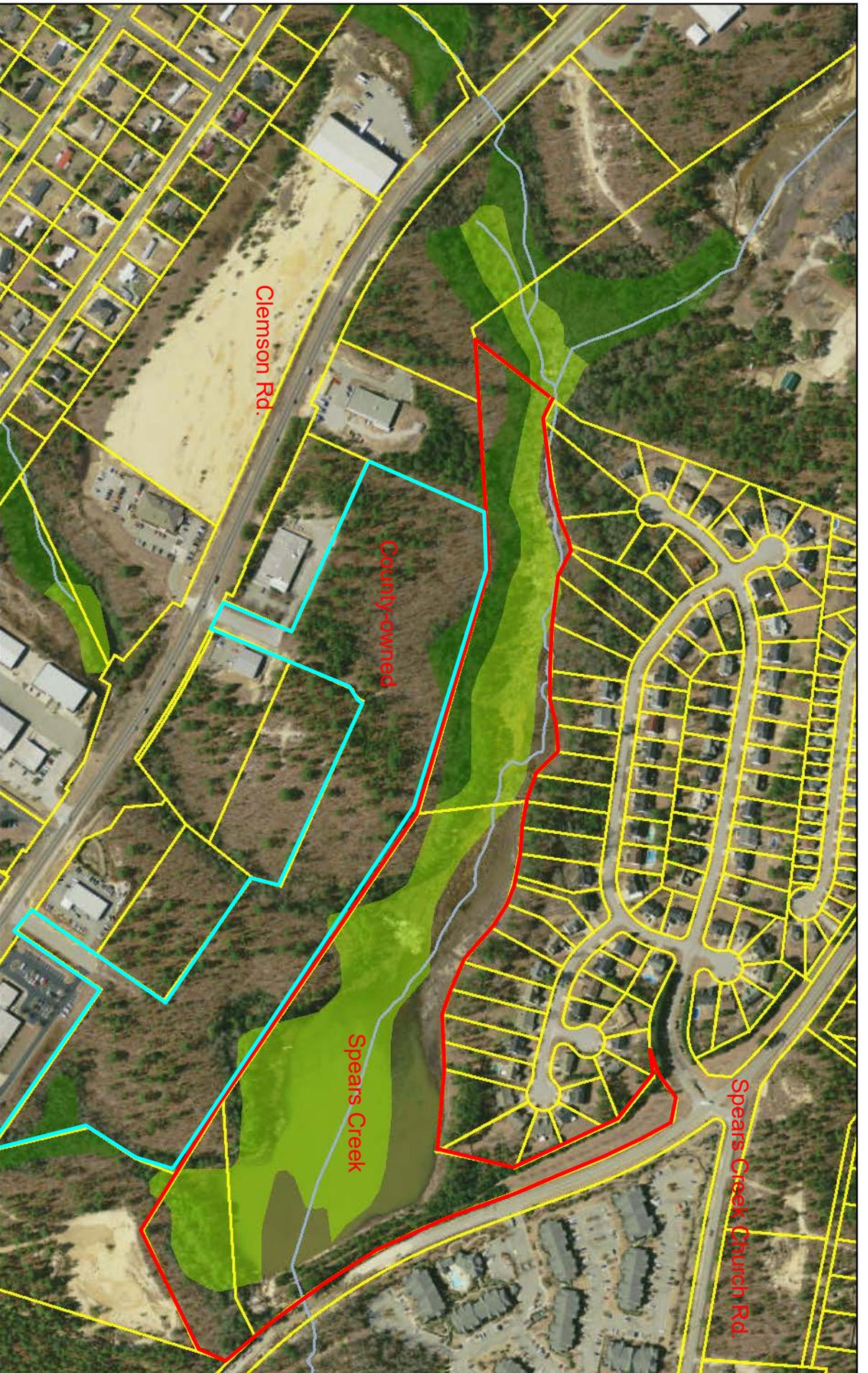
Scope of Services

The services to be provided under this project will include:

1. Identify all data and other information required to perform the services described herein. The County will provide available data as requested.

2. Conduct a site assessment and a hydrologic and hydraulic analysis of the contributing watershed including current and future land use, evaluating flooding and flood reduction opportunities relevant to the pre-breach dam, existing conditions, and proposed alternatives to dam reconstruction.
3. Identify the range of strategies (including, but not limited to, complete dam removal/stream restoration and partial dam removal/stream restoration) available to maintain or improve the pre-breach flood attenuation of the dam(s). Summarize all alternatives and recommend the two (2) most feasible strategies.
4. Develop in detail the two (2) most feasible strategies for more extensive analysis. The analysis shall include the following:
 - a. Permitting requirements
 - b. Hydrologic and hydraulic analysis including potential flooding impacts
 - c. Constructability
 - d. Water quality and habitat benefits to Spears Creek
 - e. Evaluation of mitigation credit potential of each option
 - f. Short and long-term maintenance costs associated with proposed project
 - g. Costs verses benefits analysis
 - h. Recommended “best” alternative and justification
5. Present this data, methodologies, findings, and results, as well as the range of alternative strategies, for consideration.
6. Conduct meetings as necessary (minimum of 3) to inform project stakeholders and provide status updates as needed during the development of the conceptual design.

Walden Pond on Spears Creek



Section – G

SOLICITATION OFFER & AWARD

RICHLAND COUNTY GOVERNMENT COLUMBIA SOUTH CAROLINA 29224-1002

**SOLICITATIONS, OFFERS AND AWARDS
(SUPPLIES, GOODS, EQUIPMENT, SERVICES)**

*******SOLICITATION INFORMATION*******

1. SOLICITATION: # RC-050-P-2018	4. Brief Description: Walden Pond Feasibility Study 5.
2. ISSUE DATE: 1-31-2018	6. Pre-Solicitations Walk Thru: NON-MANDATORY
3. CONTACT INFORMATION SHOWN BELOW	Not required but highly recommended
PROCUREMENT AGENT: Brittany Sloan	Call Vicky Jenks @ 803-462-0802 to schedule a
Fax (803) 576-2135	Site visit.
Email: sloanb@rcgov.us	
5. SUBMIT SOLICITATIONS TO: RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING 2020 HAMPTON STREET SUITE 3064 (Third Floor) COLUMBIA SOUTH CAROLINA 29204-1002	Location: Richland County Office of Procurement 2020 Hampton Street Suite 3064 Columbia SC 29202

6a. Submission Deadline: Day: **Tuesday** Date: **March 6, 2018** Time: **3:00pm Eastern Time**

7. Submit Sealed Solicitations: One (1) original and one electronic of the original by: Compact Disc (CD), Universal Serial Bus (USB), Flash Memory Data Storage Device (Flash Drive)

8. Firm Offer Period: Three hundred sixty-five (365) calendar days

9. This solicitation consists of Section "A" through Section "G" to include all addendum's

OFFEROR BUSINESS CLASSIFICATION (TO BE COMPLETED BY OFFEROR)

10. Check Appropriate Boxes

Partnership Individual Corporation Sole Proprietorship

Trading under Trade Name of:

<input type="checkbox"/> African-American Female (AAF)	<input type="checkbox"/> Hispanic Female (HF)	<input type="checkbox"/> White Female (WF)
<input type="checkbox"/> African-American Male (AAM)	<input type="checkbox"/> Hispanic Male (HM)	<input type="checkbox"/> Other:
<input type="checkbox"/> Asian Female (AF)	<input type="checkbox"/> Native American Female (NAF)	
<input type="checkbox"/> Asian Male (AM)	<input type="checkbox"/> Native American Male (NAM)	

11. All deliveries must be FOB Destination and Payment Terms will be a minimum of Net 30

12. OFFER: In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in above, to furnish any or all requested in this solicitation as and specified.

13. Name and address of Entity (Type or print): e-mail: Telephone #: Fax #: Federal Identification #:	14. Name & Title of Agent Authorized to sign the Solicitations. (Type or Print):
	15. Signature of Agent & Date
	16. Subscribed and sworn to me This day of My commission expires: (Title) (Must be notarized by a Notary Public)

SEAL

AWARD (TO BE COMPLETED BY RICHLAND COUNTY GOVERNMENT)

17. Approval Date:	18. Award:	19. Contract #:
20. Contracting Officer:	21. Signature:	22. Award Date:

This Agreement hereinafter "Agreement," is made and entered into this 12 day of July, 2018, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as the OWNER and **W.K. Dickson & Co., Inc.**, whose address is **1320 Main Street, Suite 400, Columbia, SC 29201**, hereinafter referred to as CONSULTANT.

WITNESSETH

WHEREAS, the OWNER intends to conduct several types of professional services that may require consulting services of CONSULTANT as outlined in Request for Proposal # RC-050-P-2018- Walden Pond Feasibility Study;

WHEREAS, the OWNER may require other general consulting services in the conduct of its business over the period of this Agreement, which will be described in future Notice To Proceed (NTP); and,

WHEREAS, CONSULTANT has represented to the OWNER that it is qualified to perform various services, tasks and work, and based upon CONSULTANT'S representations, the OWNER is retaining the services of CONSULTANT.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

CONSULTANT shall, upon receipt of each duly executed (by both Parties) Work Authorization and Notice to Proceed, perform the agreed on work described in the Scope of Service/Work.

1. DEFINITIONS

Richland County Government, South Carolina hereinafter will be referred to as "OWNER", "COUNTY" or COUNTY.

"Contracting Officer (CO)" shall be the person occupying the position of the Procurement Manager and who have authority to act on the behalf of the OWNER to make binding decisions with respect to this Agreement.

"Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the contract and Consultant performance during the life of this specific Agreement.

"**W.K. Dickson & Co. Inc.**" hereinafter will be referred to as "CONSULTANT" or Prime Consultant.

All references to days in this Agreement mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

"Person," as used in this Agreement, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this Agreement, means the Agreement between OWNER and CONSULTANT.

"Consultant's Employee," as used in this clause, means any officer, partner, employee, or agent of the CONSULTANT.

"Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information and proprietary information of the OWNER (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to CONSULTANT which is treated by OWNER as confidential or proprietary including, without limitation, research material, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with CONSULTANTS and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of OWNER, and any other confidential information about or belonging to OWNER'S suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to CONSULTANT at the time it was disclosed, other than by previous disclosure by OWNER, as evidenced by CONSULTANT'S written records at the time of disclosure; (b) is lawfully and in good faith made available to CONSULTANT by a third party who did not derive it, directly or indirectly, from OWNER.

"Subcontract," as used in this clause, means an Agreement or contractual action entered into by the CONSULTANT with sub-consultant or any third party for the purpose of obtaining services as agreed under this Agreement.

"Subcontractor," as used in this Agreement, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the CONSULTANT, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Agreement or a subcontract entered into in connection with CONSULTANT and the Agreement with the OWNER and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the CONSULTANT or a higher tier Subcontractor.

2. ACTS, LAWS, AND REGULATIONS

CONSULTANT will comply with “all applicable federal, state and local acts, laws, and regulations” and at a minimum comply with the acts and standards listed below as they relate to architectural and engineering services provided under this Agreement:

- (a) Americans with Disabilities Act (ADA);
- (b) Community Development Block Grant Program;
- (c) Contract Work Hours and Safety Standards Act;
- (d) Davis – Bacon Wage Requirements (When required for federal grant projects)
- (e) Department of Health and Environmental Control (DHEC)
- (f) Disabled and Vietnam veteran employment;
- (g) Drug Free Workplace Act;
- (h) Eligibility for employment under United States immigration laws;
- (i) Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service’s employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees.
- (j) Employment of the handicapped;
- (k) Employment of Workers with Disabilities;
- (l) Equal Employment Opportunity;
- (m) Environmental Protection Agency (EPA) regulations;
- (n) Fair Labor Standards (FLSA) Act;
- (o) Governmental price regulations/orders (as required by law, CONSULTANT will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project.
- (p) Maximum hours and minimum wages;

- (q) Miller Act;
- (r) Nondiscrimination Because of Age;
- (s) Occupational Safety and Health Administration (OSHA), (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- (t) Prompt Payment Required Richland County Code of Ordinances- Chapter 2, Article X, Division 9 Sec. 2-648.
- (u) Statutes regarding qualification to do business;
- (v) Statutes prohibiting employment discrimination;
- (w) TITLE 24—Housing and Urban Development, Part 50-Protection and Enhancement of Environmental Quality, Part 58-Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
- (x) Walsh-Healey Public Contracts Act;
- (y) 49 CFR PART 26 & 23 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND PART 21-NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION-EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.

3. AFFIRMATIVE ACTION:

CONSULTANT shall take affirmative action in complying with all Federal, State and OWNER requirements concerning fair employment, of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

4. AMENDMENTS

All amendments to and interpretations of this Agreement shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the OWNER and or its agents.

Amendments and claims for extra cost shall be in writing and signed by each party. The parties have the right to make changes by written amendment, with Agreement price and the time for completion being adjusted accordingly; and with the mutual written acceptance by both parties. It is CONSULTANT'S responsibility to acknowledge receipt of amendments by signing and returning one (1) original of the amendment by certified mail.

5. ANTI-KICKBACK PROCEDURES

a) Definitions.

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to any Consultant, Employee, Subcontractor, or Subcontractor’s Employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with an Agreement or in connection with a subcontract relating to an Agreement.

“Person,” as used in this clause, means a corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

“Prime contact,” as used in this clause, means an Agreement or contractual action entered into by the OWNER for the purpose of obtaining supplies, materials, equipment, construction or services of any kind.

“CONSULTANT” as used in this clause, means a person, firm, company or entity that has entered into an Agreement with the OWNER.

“Consultant’s Employee,” as used in this clause, means any officer, partner, employee, or agent of a CONSULTANT.

“Subcontract,” as used in this clause, means an Agreement or contractual action entered into by the CONSULTANT or Subcontractor for the purpose of obtaining services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any third party, person, firm, company, or entity other than the CONSULTANT, who offers to furnish or furnishes any services under this Agreement or a subcontract entered into in connection with CONSULTANT and the Agreement with the OWNER and (2) includes any third party, person, firm, company or entity who offers to furnish or furnishes services to the CONSULTANT or a higher tier Subcontractor.

b) The Anti-kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the Agreement price/cost charged by CONSULTANT to the OWNER or in

the Agreement price/cost charged by a Subcontractor to the CONSULTANT or higher tier Subcontractor.

- (c) (1) CONSULTANT shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When CONSULTANT has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, CONSULTANT shall promptly report in writing the possible violation. Such reports shall be made to the Contacting officer and the OWNER'S Attorney.
- (3) CONSULTANT shall cooperate fully with any federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may:
- (i) Offset the amount of the kickback against any monies owed by the OWNER under the prime contract and/or
 - (ii) Direct that CONSULTANT withhold from sums owed a Subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c) (4) (ii) of this clause be paid over to the OWNER unless the OWNER has already offset those monies under subdivision (c) (4) (i) of this clause. In either case, CONSULTANT shall notify the Contracting Officer and the OWNER'S attorney when the monies are withheld.
- (5) CONSULTANT agrees to incorporate the substance of this clause, including paragraph (c) (5) but except paragraph (c) (1), in all subcontracts under this Agreement which exceed \$50,000.

6. AUDIT

CONSULTANT shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by CONSULTANT in the performance of the service herein. OWNER shall have the right, upon thirty days' notice, to audit at any time up to three years after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine CONSULTANT'S books and records relating to these several areas. OWNER may execute a technical audit of project progress at any time during the duration of the Agreement. OWNER will allow a minimum of 72 hours of notice of a pending onsite inspection of project materials. All

materials are subject to be inspected and may include, but are not limited to, equipment, records, files, reports, correspondence, medication, logs, acquisition, procedure manuals, and QA/QC procedures manual.

7. CONTRACT ADMINISTRATION

The Contracting Officer shall have the authority to act on the behalf of the OWNER to make binding decision with respect to this Agreement. Questions or problems arising after award of this Agreement shall be directed to the Procurement Manager, 2020 Hampton Street, Suite 3064, Third Floor, Columbia, South Carolina 29204-1002.

Contractual engagement and designation shall remain in force for the period based on the requirements of each mutually agreed on task and executed Notice to Proceed. The Agreement will not be for more than the required timeframe to complete the project, with the parties having the right to extend by mutual Agreement to complete each project; provided, however, this Agreement shall not exceed five (5) years.

8. COVENANTS AGAINST CONTINGENT FEES

(a) The CONSULTANT warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an Agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency which is being utilized by the CONSULTANT for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain County contracts nor holds itself out as being able to obtain any county contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by the CONSULTANT and subject to the CONSULTANT'S supervision and control as to time, place, and manner of performance, which neither exerts nor proposes to exert improper influence to solicit or obtain County contracts nor holds out as being able to obtain any County contract or contracts through improper influence.

9. DIRECT NON-SALARY EXPENSES

These generally include items of expense directly chargeable to the services and substantiated by appropriate documentation.

Owner approved reimbursable expenses to CONSULTANT will be invoiced as separate times and may include the following:

- i. Travel
- ii. Postage
- iii. Lodging
- iv. Meals (for stays eight hours or more)
- v. Long Distance Telephone and fax
- vi. Copying
- vii. Shipping/overnight delivery
- viii. Prints
- ix. Other expenses as may be approved in writing by OWNER

Company Vehicle Mileage at federal rate per mile (mileage will be paid for the most direct route from point A to point B on a straight line).

OWNER must pre-approve in writing all reimbursable expenses for travel, lodging, and meals; all other approved expenses require a detailed written explanation.

10. DISCLOSURE

CONSULTANT will use only Confidential Information solely during the term of this Agreement to perform Project Assignment(s) for the benefit of OWNER. CONSULTANT agrees to use its best efforts to protect and preserve the confidentiality of all Information of the OWNER and not to permit or authorize access to, or disclosure of, any Confidential Information of OWNER to any person.

CONSULTANT agrees that if it is necessary to disclose Confidential Information to those who need to know such information to assist in the performance of Project Assignments for the benefit of the OWNER, the CONSULTANT shall communicate in writing the confidential nature of the information and use its best efforts to require that those who need to know such information maintain the same level of confidentiality required by this Agreement.

CONSULTANT agrees not to communicate any information in violation of the proprietary rights of any third party. CONSULTANT will immediately give notice to OWNER of any unauthorized use or disclosure of the Confidential Information. CONSULTANT agrees to assist OWNER in remedying any such unauthorized use or disclosure of the Confidential Information.

If CONSULTANT is required to disclose Confidential Information in response to a valid order by a court or other, government body, or as otherwise required by law, CONSULTANT agrees to provide OWNER with immediate written electronic notice within two (2) hours so as to provide OWNER with a reasonable opportunity to protect such Confidential Information.

Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

11. DRUG FREE WORKPLACE ACT

CONSULTANT and the OWNER agree to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. CONSULTANT understands and is in full compliance with the *Drug Free Workplace Act and has executed the Drug-Free Workplace Certification attached hereto as exhibit "H" and incorporated herein by reference*. Failure to comply with *Drug Free Workplace Act* shall result in termination of this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin, and to take affirmative action to employ and treat employees without regard to such factors. CONSULTANT will provide information and submit reports on employment at OWNER'S requests.

13. FORCE MAJEURE

CONSULTANT shall not be liable for any excess costs above agreed on amount if failure to perform the Agreement arises out of a cause or causes beyond the control and without the fault or negligence of CONSULTANT, unless services to be furnished were obtainable from other sources in sufficient time and within budget to permit, within a reasonable time, the CONSULTANT to meet required delivery schedule. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

In every case the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

14. GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA

CONSULTANT'S use of Richland County geographic information systems (GIS) data:

Within ten calendar days after execution of Agreement, CONSULTANT must identify any and all existing OWNER'S GIS data to be used in work identified within the project scope.

Available data are listed on RichlandMaps.com ("Data" Section). Justification of project need for GIS data must be identified on departmental form GIS-0285 RC GIS Data Request. CONSULTANT must arrange delivery of GIS data with the OWNER'S IT/GIS.

15. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by Agreement between CONSULTANT and the OWNER shall be decided in accordance with the then current ordinances of Richland County, the laws of the State of South Carolina and Federal law.

16. GRATUITIES

OWNER prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the employees of the OWNER in the conduct of their official duties. CONSULTANT and its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the employees in the conduct of their duties, extend any gratuity or special favor to employees of OWNER.

17. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence the Agreement or to overturn decisions of the Contracting Officer is hereby prohibited. Violation of this provision may result in cancellation or termination of the Agreement and suspension or debarment from conducting business with the OWNER.

18. INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the OWNER, its officials, employees, temporary and leased workers and volunteers from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the Work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of CONSULTANT, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

CONSULTANT'S relationship with the OWNER for the purpose of this Agreement is that of an Independent CONTRACTOR, and nothing in this Agreement is intended to or should be construed to create a legal partnership, agency, joint venture or active employment relationship with the OWNER.

CONSULTANT will not be entitled to benefits which the OWNER may make available to its employees. CONSULTANT is solely responsible for, and will file, in a timely basis, all tax returns and payments required to be filed with or made to, any federal, state or local

tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT is solely responsible for, and must maintain adequate records of expenses incurred in the course of performing services under this Agreement. No part of CONSULTANT'S compensation will be subject to withholding by OWNER for the payment of any social security, federal, state or any other employee payroll taxes. OWNER will regularly report to the Internal Revenue Service amounts paid to CONSULTANT and file Form 1099 with the Internal Revenue Service as required by law.

20. INSURANCE

CONSULTANT shall be responsible for any damages resulting from its activities. Prior to commencing work hereunder, CONSULTANT, 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 coverage's. A breach of the insurance requirements shall be considered material.

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 and a best Rating of A V or higher for its Professional Liability carrier.

Failure of CONSULTANT to maintain insurance coverage shall not relieve CONSULTANT of its contractual obligation or responsibility hereunder. The information described herein sets forth-minimum coverage's and limits and is not to be construed in any way as a limitation of liability on CONSULTANT.

CONSULTANT shall obtain, maintain and provide the OWNER with proof of such Public Liability and Property Damage insurance as shall protect CONSULTANT from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this Agreement, whether such operations be by CONSULTANT, or its Subcontractors, or by any one directly employed by CONSULTANT.

The OWNER shall be named as Certificate Holder.

CONSULTANT must require these same insurance provisions of its Subcontractors. CONSULTANT shall furnish the OWNER with copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed. The OWNER shall have the right to refuse or approve carriers.

CONSULTANT'S contractual liability insurance need not cover bodily injury or property damage resulting from the negligence of the OWNER.

Commercial General Liability Insurance

CONSULTANT shall provide within ten (10) calendar days of execution of the Agreement, evidence of liability policy written under Commercial General Liability Form GC 00 01 with limits of a minimum of one million (\$1,000,000.00) per occurrence on a location basis for each coverage. The required basic coverage's are for bodily injury and property damage and for personal injury. The policy shall also include:

1. Contractual liability;
2. A waiver of subrogation against the OWNER, its officials, employees, leased and temporary employees and volunteers;
3. A provision that policy is primary to all other insurance or self-insurance even if The policy asserts it is secondary, excess or contingent;
4. The OWNER, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. Severability of interest;

A.1. Professional Liability Insurance:

CONSULTANT shall purchase a professional liability policy with claims made coverage.

Prior to commencing work hereunder, CONSULTANT, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, the following insurance coverage's:

Professional Liability (covering errors and omissions and with five year discovery period) with a minimum of the following requirements:

Per Claim: \$1,000,000.00 (One Million Dollars)
Aggregate: \$1,000,000.00 (One Million Dollars); and

A.2. Certificate of Liability Coverage:

The certificate of liability coverage shall verify compliance with the proceeding requirements under "INSURANCE" and, in addition, for professional liability and state the retroactive date for claims-made coverage. If the retroactive date has been advanced it must supply satisfactory evidence of an extended reporting period for the prior policy.

B. Business Auto Coverage:

CONSULTANT shall provide OWNER with proof of a business auto policy within ten (10) calendar days of the Notice to Proceed with limits per occurrence required by SC

law. Physical damage coverage is at the option of CONSULTANT. The policy shall also include:

1. Contractual liability;
2. A waiver of subrogation against the OWNER, its officials, employees, leased and temporary employees and volunteers.

Certificate of Business Auto Coverage:

The business auto certificate shall verify compliance with the preceding requirements listed in Business Auto Coverage and in Cancellation.

C. Workers Compensation and Employers Liability insurance:

Consultant should obtain a workers compensation policy that specifies South Carolina coverage ("Other States" only is unacceptable); including employer's liability coverage with limits of per accident/per disease is required. The policy shall waive subrogation against the Owner, its officials, employees, temporary and leased workers and volunteers.

D. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

CONSULTANT shall provide the OWNER thirty (30) calendar days' notice in writing of cancellation.

Each certificate must state that insurance applies to work performed by or on behalf of the CONSULTANT.

E. Certificate Recipient:

Certificates of insurance shall be provided to: Richland County Government sent to: Richland County Government, Procurement and Contracting, 2020 Hampton Street, Suite 3064, Third Floor, Columbia, SC 29204-1002

21. INTELLECTUAL PROPERTY

In this Agreement, "Intellectual Property" means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

CONSULTANT hereby agrees to provide to OWNER all worldwide right, title and interest in and to any and all Intellectual Property created, made, conceived, reduced to practice or authored by CONSULTANT, or any persons provided by CONSULTANT either solely or jointly with others, during the performance of this Agreement or with the use of information, materials or facilities of the OWNER received by CONSULTANT during the term of this Agreement.

CONSULTANT shall promptly disclose and provide to OWNER prior to application of final payment all Intellectual Property created by CONSULTANT for the project and any assigned task during the term of this Agreement.

CONSULTANT shall execute or cause to be executed at least *thirty calendar days prior to final completion of the project* all documents and perform such acts as may be necessary, useful or convenient to secure or enforce for OWNER statutory protection including patent, trademark, trade secret or copyright protection throughout the world for all Intellectual Property assigned to OWNER pursuant to this section.

In addition, any Intellectual Property which qualifies as a work made for hire under the U.S. copyright laws shall be a work made for hire and shall be owned by OWNER.

22. NON-APPROPRIATIONS

This Agreement shall be subject to cancellation without damages or further obligations if funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

23. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally by hand and signed for by the CO or COR or sent by certified mail, return receipt requested, postage prepaid, and addressed to the address shown below or to any other person at any other address as may be designated in writing by the parties:

- (a) All notices must be acknowledged in writing;
- (b) Date of notice shall be the date of delivery or date signed for on certified Registered mail by the U.S. mail; and
- (c) Either party may change its address by written notice within ten (10) calendar days to the other.

OWNER: Richland County Government, Procurement and Contracting, 2020 Hampton Street, Suite 3064, Third Floor, Columbia, South Carolina, 29204-1002, Attn: Procurement Manager

CONSULTANT: W.K. Dickson, 1320 Main Street, Suite 400, Columbia, SC 29201

24. PATENT

The CONSULTANT shall indemnify the OWNER and its officers, agents, and employees against liability, including cost, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the performance of services of this Agreement.

25. PACKAGING AND DELIVERY

All shipments shall be FOB to the OWNER'S location. CONSULTANT shall have the address and POC clearly displayed on the shipping container. Furthermore, CONSULTANT agrees, that delivery by a common carrier does not constitute delivery to the OWNER, Any claims for loss or damage, shall be between CONSULTANT and the carriers for all shipments addressed from CONSULTANT.

26. PAYMENT

The OWNER, in consideration of the performance of CONSULTANT'S undertakings under this Agreement, pursuant to the NTP fully executed by both parties, shall pay CONSULTANT a fee for the work determined to be of an acceptable quality by OWNER in each authorized task, after written acceptance by OWNER.

CONSULTANT will be paid as authorized by a Notice to Proceed and as approved by the Contracting Officer according to the mutually agreed upon fee. Additional work requirements will be at the agreed upon amount which may from time to time be modified upon mutual written Agreement of the parties. The OWNER is not required to pay CONSULTANT for training and/or orientation sessions.

On any undisputed portion of the invoice the OWNER shall pay interest to CONSULTANT at a rate equal to one percent per month on sums, which the OWNER fails to remit to CONSULTANT after thirty calendar days of receipt of invoice.

Invoices submitted for payment for services provided under this Agreement, shall contain at a minimum:

- (a) Name of business concern;
- (b) Agreement number;
- (c) Project number;
- (d) Cost/price of services actually delivered;

- (e) Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent;
- (f) Invoices shall be sent at least two weeks prior to desired payment date by electronic mail at Payable.Accounts@richlandcountysc.gov and hardcopy originals to attention COR whose contact information will be provided in the notice to proceed;
- (g) With the submission of any application for payment, CONSULTANT must submit a schedule (detailed information and breakdown by percentages of services for which it is invoicing) for the various parts of the work accomplished;
- (h) Payment does not constitute acceptance of defective or nonconforming work or work with errors or omissions or otherwise relieve CONSULTANT of any obligation by rule or law and/or under the Agreement;
- (i) The OWNER may dispute the value and quality of the work in question;
- (j) The OWNER shall have the right to withhold payments from CONSULTANT due to incomplete invoicing, services inconsistent with architectural and engineering professional standards of care or with the requirements of the scope of services required by this Agreement, until such time as such issues are resolved.

27. PERMITS

CONSULTANT shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law (unless County elects to procure and pay for same), and shall deliver all proof of compliance to County within ten (10) calendar days of the OWNER'S final acceptance of the work.

CONSULTANT shall report to the County any aspect of noncompliance with specifications, drawings and other contract documents with the law.

If CONSULTANT cannot procure necessary permits, the County may cancel the contract or may procure the permits and deduct the cost thereof from the contract price (only at the discretion of the Procurement Manager/Contracting Officer).

28. PUBLICITY RELEASES

CONSULTANT agrees not to refer to award of this Agreement in commercial advertising in such a manner as to imply that the products or services provided are endorsed or preferred by the OWNER.

29. QUALIFICATIONS

CONSULTANT must be regularly established in the business called for, and by executing this Agreement certifies that it is financially capable and responsible; is reliable and has the resources, ability and experience, to include, the facility and personnel directly employed or supervised by them to complete assignments awarded under this Agreement.

CONSULTANT certifies that it is able to render prompt and satisfactory service in the volume call for under this Agreement.

OWNER may make such investigation, as deems necessary to determine the ability of CONSULTANT to perform the work.

CONSULTANT shall furnish to the OWNER within ten (10) calendar days a detailed list of personnel which CONSULTANT proposes to use, and a detailed description of the method and program of the work CONSULTANT proposes to follow.

The OWNER reserves the right to terminate if at any time throughout the term of this Agreement the evidence submitted by, or investigation of, CONSULTANT fails to meet the requirements of the Agreement or satisfy the OWNER that CONSULTANT is properly qualified to carry out the obligations of the Agreement and to complete the work.

30. QUALITY OF PRODUCT:

Work shall be provided in compliance with all statutes, acts, ordinances, laws, rules, regulations, and codes in place at the time services are performed.

Upon notice by OWNER to CONSULTANT of unacceptable Work, CONSULTANT shall, at a minimum, correct or revise any errors or deficiencies within ten (10) calendar days at no cost and without additional compensation from OWNER and shall reimburse OWNER prior to release of final payment for any additional costs that may be incurred by OWNER as a result of reliance by OWNER or any of its contractors or subcontractors on such Work. If CONSULTANT should fail to correct or revise errors or deficiencies before the time specified for completion, OWNER may perform work itself or use a third party and Consultant will pay for costs incurred.

The rights and remedies of OWNER provided for under this Article are in addition to remedies provided by law.

31. RESPONSIBILITY

CONSULTANT certifies that they have fully acquainted themselves with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Agreement. The failure or omission of CONSULTANT to acquaint

themselves with existing conditions shall in no way relieve CONSULTANT of any obligation with respect to this Agreement.

CONSULTANT must at a minimum have the follow:

- (a) adequate financial resources to perform the contract, or the ability to obtain them;
- (b) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) satisfactory performance record;
- (d) the necessary organization, experience, accounting and operational controls, Professional and technical skills, (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the CONSULTANT and its subcontractors).
- (e) latest and most current professional, technological and electronic process in the profession for which they are providing services.

32. SEVERABILITY

If any term and provision resulting from this Agreement shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

33. STATEMENT OF COMPLIANCES AND ASSURANCES:

CONSULTANT agrees and certifies its compliance with all applicable federal and state laws/regulations and OWNER ordinances to include:

- a. Assurance of non-collusion and understanding and acceptance of any and all provisions stated in this Agreement.
- b. The statement of Compliance and Assurance, along with other statements and certification shall be part of this Agreement.

34. SOUTH CAROLINA LAW CLAUSE:

CONSULTANT will comply with the statutes, regulation, codes, laws, jurisdiction and process of the courts of the State of South Carolina.

35. STAFFING

Consideration of alternative use of personnel must first be approved in writing by the Contracting Officer within ten (10) calendar days prior to utilizing on the project.

Subject area experts who are unable to actively and adequately engage in the project shall be replaced on the project within ten calendar days of notification by the CONSULTANT; replacement will be made with an expert that is suitable to the OWNER and with prior approval of the OWNER.

36. SUBCONTRACT

CONSULTANT shall not subcontract work hereunder without the prior written consent of the OWNER, and any such subcontract without prior written consent of the OWNER shall be null and void.

If CONSULTANT proposes to subcontract any of the work hereunder, it shall submit to the OWNER no later than ten (10) calendar days (prior to execution of a subcontract) the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake.

The OWNER shall have the right to reject any subcontractor, which it considers unable or unsuitable to satisfactorily perform. CONSULTANT shall not enter into any cost reimbursable Agreements with any proposed subcontractor without OWNER'S prior written authorization.

Notwithstanding any consent by the OWNER to a proposed subcontract, CONSULTANT shall remain responsible for all subcontracted work and services.

CONSULTANT agrees it shall be as fully responsible to the OWNER for the negligent acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by CONSULTANT.

Neither this provision, this Agreement, the OWNER'S authorization of CONSULTANT'S Agreement with subcontractor, OWNER'S inspection of a subcontractor's facilities, equipment or work, or any other action taken by the OWNER in relation to a subcontractor shall create any contractual relationship between subcontractor and the OWNER

CONSULTANT shall include in each of its subcontracts a provision embodying the substance of this article and shall provide a copy thereof to the OWNER before commencement of any work by a subcontractor. CONSULTANT'S violation of this provision shall be grounds for the OWNER'S termination of this Agreement for default, without notice or opportunity for cure.

37. TAXES

All taxes must be included in the contract price/cost, such a federal, state, and local:

- (a) sales;
- (b) use;
- (c) excise;
- (d) transportation;
- (e) privilege; and
- (f) occupational taxes; or
- (g) taxes, contributions, and premiums imposed upon or measured by CONSULTANT'S payroll;
- (h) Taxes to be paid by the OWNER must be identified and submitted with a full explanation;
- (i) The County must be indemnified against any liability for such taxes, with the right to withhold from CONSULTANT amounts sufficient to satisfy such taxes if CONSULTANT fails to indemnify County;
- (j) It is the CONSULTANT'S duty to promptly pay all sales, excise, and other taxes and to ensure that subcontractors promptly pay all applicable unemployment, social security, and workers' compensation taxes;
- (k) If the contract sum includes a tax not required to be paid, CONSULTANT will take steps to secure a refund for County.

38. TERMINATION

The OWNER shall have the right to terminate this agreement at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty – (30) calendar day's written or telegraphic notice. Upon receipt of any termination notice, CONSULTANT shall immediately discontinue services on that date.

CONSULTANT shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by OWNER, to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONSULTANT prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or release.

39. TRADE SECRETS

CONSULTANT acknowledges that this Agreement creates a confidential relationship between CONSULTANT and OWNER. That confidential relationship is the basis on which OWNER has disclosed and may in the future disclose OWNER'S governmental and commercially valuable, proprietary, confidential information pertaining to the services and equipment provided for in this Agreement. Such information shall be a trade secret of OWNER. The OWNER may also disclose information disclosed to OWNER in confidence by a third party.

CONSULTANT shall hold such information and all Intellectual Property assigned pursuant to this Agreement in strict confidence, and shall neither disclose the same to any third party nor use it for purposes other than providing services and/or equipment hereunder, without OWNER'S prior written consent.

This secrecy obligation shall not apply to information that is or becomes generally available to the public as a matter of record.

CONSULTANT shall safeguard all material, whether written or otherwise, which OWNER supplies to it and shall not copy or duplicate such materials without OWNER'S prior written consent.

In the event of a breach or threatened breach of the foregoing provisions of this Section, damages to be suffered by OWNER may not be fully compensable in money damages alone, and accordingly, OWNER or the third-party owner of the confidential information shall, in addition to other available legal or equitable remedies, may be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

40. AGREEMENT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONSULTANT concerning the Work consist of the following:

- 1) This Contract Agreement.
- 2) The OWNER's Request For Proposal: No. RC-050-P-2018 (Not attached but incorporated herein by reference thereto.) The Request for Proposal includes all documents that were part of the advertisement of the Project, including but not limited to Special Conditions, General Provisions, and General Conditions in the solicitation documents.
- 3) CONSULTANT's Response to Solicitation No. RC-050-P-2018. (Not attached but incorporated herein by reference thereto.)
- 4) Technical Submittal, Special Provisions and Addendums provided in the solicitation documents that is part of the Request for Proposal. (Not attached but incorporated herein by reference thereto.)

- 5) The following, which may be delivered or issued after the effective date of the Agreement and not attached hereto:
- a) Notice to Proceed
 - b) Performance Bond (if required)
 - c) Payment Bond (if required)
 - d) Fully executed Written Amendments
 - e) Fully executed Work Change Directive(s)
 - f) Fully executed Change Order(s)

Additionally, if not included in the Request for Proposals, the OWNER's General Conditions that are the standard terms and conditions for doing business with Richland and found County at <http://www.richlandcountysc.gov/Businesses/Procurement-Contracting/Vendors> ("OWNER's Standard General Conditions") are part of the Contract Documents.

41. ORDER OF PRECEDENCE

This Agreement, including the Exhibits listed above, are collectively called in this Agreement "the Contract Documents," and form the entire Agreement between the parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Agreement, any other Contract Document and any Exhibit irreconcilably conflicts with a provision of the Agreement, the following rules of interpretation shall control:

As between this primary Agreement document and any of the other Contract Documents (including the Request For Proposal and the contract terms and conditions included therein), this Agreement shall govern.

As between any other Contract Document (except the Consultant's Response to the Request For Proposal and the OWNER's Standard General Conditions), the other Contract Document shall govern.

Degree of Application: CONSULTANT. Should there be a conflict between any provision of any Contract Document that is not determined by the Order of Precedence section herein, the CONSULTANT will be assumed to have agreed to the more onerous obligation or duty between or among the conflicting terms.

42. ENTIRE AGREEMENT

This Agreement including any attachments, exhibits, solicitation, specification, scope of work, Proposals, negotiated results and amendments hereto represents the entire understanding and constitutes the entire Agreement between OWNER and CONSULTANT. It supersedes all prior contemporaneous communications,

representations, or Agreements, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or Agreements other than those herein expressed.

No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

CONSULTANT AND OWNER ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Agreement will be effective as of July 11 2018

OWNER:

CONTRACTOR:

RICHLAND COUNTY

W.K. Dickson & Co. Inc.

By: 
Its: Assistant
County Administrator

By: 
Its: VICE PRESIDENT

Attest: 

Attest: 

Richland County Attorney's Office

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

RICHLAND COUNTY GOVERNMENT COLUMBIA SOUTH CAROLINA 29224-1002

SOLICITATIONS, OFFERS AND AWARDS

(SUPPLIES, GOODS, EQUIPMENT, SERVICES)

*****SOLICITATION INFORMATION*****

1. SOLICITATION: # RC-050-P-2018	4. Brief Description: Walden Pond Feasibility Study 5.
2. ISSUE DATE: 1-31-2018	6. Pre-Solicitations Walk Thru: NON-MANDATORY
3. CONTACT INFORMATION SHOWN BELOW	Not required but highly recommended
PROCUREMENT AGENT: Brittany Sloan	Call Vicky Jenks @ 803-462-0802 to schedule a
Fax (803) 576-2135	Site visit.
Email: sloanb@rcgov.us	
5. SUBMIT SOLICITATIONS TO: RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING 2020 HAMPTON STREET SUITE 3064 (Third Floor) COLUMBIA SOUTH CAROLINA 29204-1002	Location: Richland County Office of Procurement 2020 Hampton Street Suite 3064 Columbia SC 29202

6a. Submission Deadline: Day: **Tuesday** Date: **March 6, 2018** Time: **3:00pm Eastern Time**

7. Submit Sealed Solicitations: One (1) original and one electronic of the original by: Compact Disc (CD), Universal Serial Bus (USB), Flash Memory Data Storage Device (Flash Drive)

8. Firm Offer Period: Three hundred sixty-five (365) calendar days

9. This solicitation consists of Section "A" through Section "G" to include all addendum's

OFFEROR BUSINESS CLASSIFICATION (TO BE COMPLETED BY OFFEROR)

10. Check Appropriate Boxes	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Trading under Trade Name of:			
<input type="checkbox"/> African-American Female (AAF)	<input type="checkbox"/> Hispanic Female (HF)	<input type="checkbox"/> White Female (WF)		
<input type="checkbox"/> African-American Male (AAM)	<input type="checkbox"/> Hispanic Male (HM)	<input type="checkbox"/> Other:		
<input type="checkbox"/> Asian Female (AF)	<input type="checkbox"/> Native American Female (NAF)			
<input type="checkbox"/> Asian Male (AM)	<input type="checkbox"/> Native American Male (NAM)			

11. All deliveries must be FOB Destination and Payment Terms will be a minimum of Net 30

12. OFFER: In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in above, to furnish any or all requested in this solicitation as and specified.

13. Name and address of Entity (Type or print): W.K. Dickson & Co., Inc. 1320 Main Street, Suite 400 Columbia, SC 29201 e-mail: tmacaluso@wkdickson.com Telephone #: 803.786.4261 Fax #: 803.786.4263 Federal Identification #: 56-0486717	14. Name & Title of Agent Authorized to sign the Solicitations. (Type or Print): Terry A. Macaluso, PE - Vice President
	15. Signature of Agent & Date <i>Terry A. Macaluso 3/1/2018</i>
	16. Subscribed and sworn to me This <i>1st</i> day of <i>March</i> by <i>Linda L. Davidson</i>
	My commission expires: <i>05/25/22</i> (Title) <i>Administrative Manager</i> (Must be notarized by a Notary Public)

AWARD (TO BE COMPLETED BY RICHLAND COUNTY GOVERNMENT)

17. Approval Date:	18. Award:	19. Contract #:
20. Contracting Officer:	21. Signature:	22. Award Date:



March 6, 2018

Ms. Brittany Sloan
Richland County Government
Office of Procurement and Contracting
2020 Hampton Street, Suite 3064 (Third Floor)
Columbia, SC 29204-1002

RE: RC-050-P-2018, Walden Pond Feasibility Study: Request for Proposal

Dear Ms. Sloan:

Thank you for considering WK Dickson for the Walden Pond Feasibility Study. We are very excited at the prospect of continuing to serve as a trusted advisor to Richland County on this important project. In addition to the information that highlights relevant experience on similar size dam and restoration projects, our ability to negotiate favorable alternatives with SCDHEC, and our ability to develop effective, practical cost-effective engineering solutions that are mindful of the impact to the surrounding neighborhood, you will receive the following benefits by selecting to again work with the WK Dickson team:

- **Consistency.** Our project team is led by Ward Marotti, a seasoned project manager that has repeatedly delivered for Richland County over the past five years. This will provide peace of mind to the County that your primary point of contact understands your needs and can deliver your project on time and within budget.
- **Experience/Local Knowledge.** Our project team has strong and relevant design experience on similarly sized projects, including: dam repair and removal and stream and wetland restoration for mitigation credits in the USACE Charleston District. In fact, we have completed over 20 similar projects in the past five years alone. In addition, in preparation for our November 2017 Walden Pond Feasibility Study Presentation to the Conservation Commission, **WK Dickson has already compiled and analyzed a significant amount of the project's existing conditions information**, which will allow us to hit the ground running and avoid delays resulting from "getting up to speed."
- **Schedule.** WK Dickson understands the County's desire to complete this project as soon as possible to ensure that the USACE does not consider the site's evolving floodplain wetlands jurisdictional, which would **significantly reduce the project's mitigation credit yield.**
- **Neighborhood-Centric Approach.** WK Dickson recognizes the need for positive neighborhood public relations and has completed several similar dam rehabilitation and stream/wetland restoration projects that required **extensive local HOA engagement** (e.g. Little Jackson Creek Stream and Wetland Restoration/Mitigation).
- **Commitment.** The County has experienced and come to expect a high level of service from WK Dickson on recent projects. In fact, our approach to delivering the client experience is yet another true differentiator for WK Dickson. We approach all of our projects with the mindset that they deserve special attention and we will always step up to the plate to deliver, even on short notice. We pledge this same level of service to the County on this project.
- **Desire.** Our team of highly qualified and passionately motivated restoration/mitigation and hydrologic/hydraulic modeling and design professionals wants this project!

Walden Pond Feasibility Study RFP: WK Dickson

March 6, 2018

Page 2

In reviewing our proposal, we hope WK Dickson will be the obvious choice for this project's important first phase. Should you have any questions through the evaluation process, please do not hesitate to call. We are eager to again serve Richland County.

Sincerely,

W.K. Dickson & Co., Inc.



Terry A. Macaluso, PE
Vice President
Principal-in-Charge



Ward Marotti
Senior Project Manager



PAST PERFORMANCE, EXPERIENCE AND REFERENCES

Our project team has strong experience in dam design, repair, and removal, as well as stream and wetland restoration for mitigation crediting, site evaluation, prospectus creation, design, construction oversight and monitoring on similarly sized projects throughout the Southeast. We have completed over 20 such projects in the past five years alone. Many of these projects have been awarded all of the requested mitigation credits, as well as received variances on the dams' required design storms. These WK Dickson-driven project accomplishments have resulted in significant revenue generation, cost and time savings, as well as minimized impacts to surrounding neighborhoods. In fact, we are currently assisting a private mitigation banker with a dam removal, stream and wetland restoration/mitigation project. Because of our non-disclosure agreement, this project is not detailed or included below. Also, we have been working on this project with Richland County since spring 2017 and, along with Quinton Epps, presented our preliminary findings, some of which are presented below, to the Conservation Commission in November 2017.



After | Image credit: Google Earth

Elizabeth Lake Dam was identified a high hazard dam based on the potential for damage and loss of life downstream in the event of failure. The reservoir surface area was approximately 7 acres in size. During 2005, the City had multiple reports of sink holes forming in Dewitt Street, which was the road along the dam embankment. This condition culminated in the formation of one massive sinkhole on June 27, 2006 which nearly destroyed Dewitt Street and provided the impetus to breach the dam for the sake of public safety. The breach was formed by open cut through Dewitt Street armored with riprap for stabilization.

Improvements included a permanent breach solution that allowed the old lake bed to reform as a permanent stream which provided water quality benefits and flood reduction for the adjacent neighborhood as well as flood prone structures downstream of the existing dam. Professional services included field surveys, geotechnical subsurface investigations, environmental testing, preparation of an Engineer's Report, development of construction drawings and specifications, and attendance at public meetings.

ELIZABETH LAKE DAM BREACH

Jacksonville, North Carolina

REFERENCE

Wally Hansen
Infrastructure and Capital
Projects Manager
City of Jacksonville
910.938.5249
whansen@ci.jacksonville.nc.us

COMPLETION

Completed March 2008

PROJECT GOALS

- Stormwater Management
- Flood Reduction
- Water Quality Improvements



Before | Image credit: Google Earth



BUCKHEAD CREEK WATERSHED IMPROVEMENT PROJECTS

Fayetteville, North Carolina

REFERENCE

Giselle Rodriguez, PE
City Engineer
City of Fayetteville
910.433.1303
grodriguez@ci.fay.nc.us

COMPLETION

Ongoing

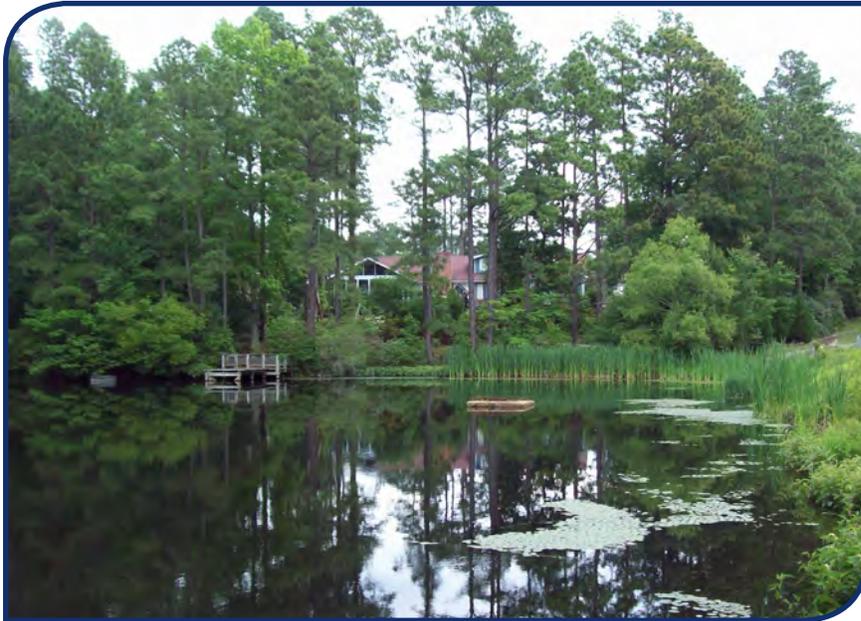
PROJECT SERVICES

- Stormwater Management
- Land Surveying
- Permitting

WK Dickson completed a watershed master plan for Buckhead Creek in southwest Fayetteville. Services included an inventory of stormwater conveyance features, public education and involvement, a detailed hydrologic and hydraulic analysis of Buckhead Creek and associated drainage systems, development of flood mitigation alternatives, identification of water quality retrofits, and preparation of a watershed plan report. Flood mitigation alternatives included increasing the size of the drainage infrastructure, floodplain benches, floodwalls, and wetland restoration. Development of the flood mitigation alternatives was impacted by jurisdictional wetland boundaries, storage behind high roadway embankments, utility conflicts, and limited space due to development. Water quality retrofit opportunities were identified using GIS data and windshield surveys focused on publicly owned properties with significant impervious areas. Recommended projects were prioritized in a capital improvement plan based on factors including public safety, downstream impacts, permitting requirements, frequency of flooding, severity of flooding, and easement requirements.

During the second phase of the project, WK Dickson provided construction documents for five different drainage improvement projects, represented the City during public hearings and assisted with necessary permitting including ACOE 404 Permit, NCDWQ 401 Certification, and Wetland Delineation Report.





UPPER RAYCONDA DAM

Fayetteville, North Carolina

REFERENCE

Giselle Rodriguez, PE
 City Engineer
 City of Fayetteville
 910.433.1303
grodriquez@ci.fay.nc.us

COMPLETION

Completed September 2013

PROJECT SERVICES

- Stormwater Management
- Land Surveying
- Permitting
- Construction Assistance

The Upper Rayconda Dam is a small high hazard dam located in West Fayetteville in the Rayconda Lakes subdivision. The crest of the dam, Siple Avenue, is the only publically maintained access route into the subdivision. Due to deficiencies in the dam identified by NCDENR-Dam Safety, WK Dickson was selected to complete the permitting and design plans required to bring the dam into compliance with State regulations. Prior to the preparation of design plans, WK Dickson completed a geotechnical analysis, existing conditions assessment, and alternatives analysis which ultimately resulted in developing conceptual construction cost estimates for two alternatives to repairing the dam. Upon selection of the most appropriate alternative, WK Dickson developed design plans and completed the required permitting for the dam repair. Design challenges included maintaining the integrity of the existing dam, increasing the flow capacity of the spillway, managing utility conflicts, and providing public traffic access across the dam during construction.





Butterfly Branch is a tributary to Fairforest Creek, which flows through downtown Spartanburg, SC. Its construction was completed in December 2017 and provides permittee-responsible mitigation to offset unavoidable stream impacts associated with the Spartanburg Downtown Memorial Airport’s runway expansion. Restoration activities included “daylighting” approximately 1,125 LF of closed drainage system and restoring an additional 710 LF of channel.

The project has improved bank stability, provided water quality improvements, and improved in-stream and riparian habitat. Because of unavoidable utility, transportation, stormwater and other project constraints, the upstream-most reach includes an integrated series of cascade/pools. The downstream reaches utilize more traditional boulder and log grade control structures, natural meander patterns, and aquatic habitat enhancements.

The City of Spartanburg, in conjunction with the Northside Development Corporation (NDC), is in the process of redeveloping this area of downtown. The Butterfly Branch Restoration Project is its centerpiece. By working closely with landscape architects, public trails, informational signage, and outdoor classrooms have been integrated into the restoration design. The trail includes a pedestrian bridge that traverses a triple A-vane in the restored stream. In addition to providing pedestrian connectivity, the bridge is an aesthetically pleasing centerpiece that illustrates the importance of water quality within the community.

As a result of extended permit negotiations with the US Army Corps of Engineers’ Charleston District, the project is required to document/demonstrate its functional uplift by meeting both numeric ambient water quality, as well as numeric benthic macroinvertebrate performance metrics during its five-year monitoring period. The Butterfly Branch site is the first mitigation project in the Southeast to be held to such standards. In order to fulfill this requirement, an innovative habitat enhancement and reference reach benthic relocation effort has begun to be implemented.

BUTTERFLY BRANCH MITIGATION SITE

Spartanburg, South Carolina

REFERENCE

Jay Squires
Stormwater Manager
City of Spartanburg
864.596.2089
jsquires@cityofspartanburg.org

COMPLETION

Construction December 2017
Monitoring site through 2022
Downstream Watershed Plan to be completed December 2018

PROJECT SERVICES

- Stream and Wetland Restoration at Dam Breach Site
- Mitigation Crediting
- Permitting
- Design
- Construction Oversight
- Monitoring
- Benthic Macroinvertebrate Habitat Improvement





LITTLE JACKSON CREEK MITIGATION

Richland County, South Carolina

REFERENCE

Quinton Epps
 Conservation Department
 Director
 Richland County
 803.576.2082
 eppsqa@rcgov.us

COMPLETION

Construction December 2016
 Monitoring site through 2021

PROJECT SERVICES

- Stream & Wetland Restoration
- Mitigation Crediting
- Permitting
- Design
- Construction Oversight
- Monitoring
- Benthic Macroinvertebrate Habitat Improvement
- HOA Engagement/ Interaction

In addition to the historic channelization, dredging, and fill of Little Jackson Creek (LJC) and its adjacent wetlands, conveyance of storm flow through the Up Ditch (UD) has caused significant water quality and aquatic habitat impacts to LJC, Entrance Lake (EL), and the Gills Creek watershed (an EPA 303(d) impaired water).

By restoring over 1,500 feet of LJC (4,806 mitigation credits), nearly nine acres of its adjacent wetlands (29.57 mitigation credits), and dredging over five acres of EL, as well as installing a Regenerative Storm Water Conveyance along over 3,500 feet of the Up Ditch, the LJC Watershed Improvement Project will provide significant functional uplift and water quality improvements to one of Richland County's most impaired watersheds.

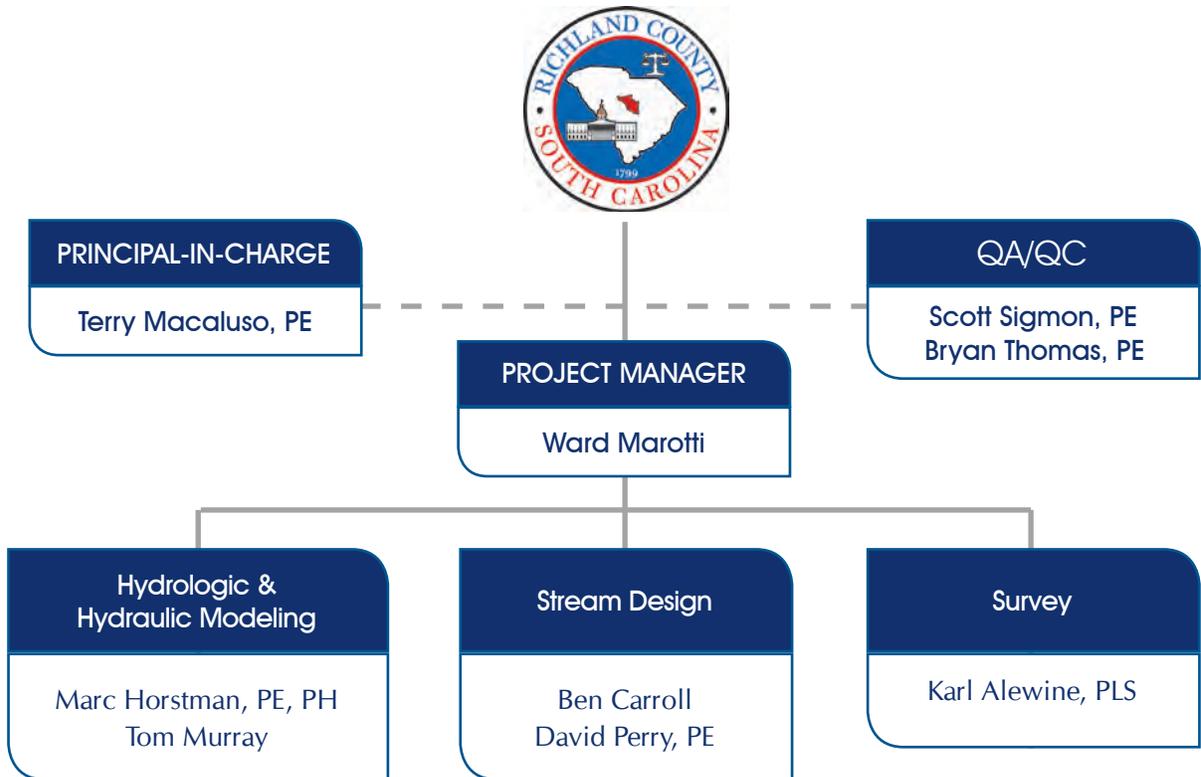
WK Dickson completed the stream and wetland restoration plan for the LJC site. After finalizing a long-sought, and sometimes contentious, agreement with a key stakeholder group (the Spring Valley Home Owner's Association), construction of the project's stream and wetland restoration component began in June 2016.

LJC and UD were designed utilizing EPA SWMM to establish existing and proposed hydrologic flows, and HEC-RAS to model the natural channel design for LJC and the extensive RSC channel improvements for UD. For UD it was particularly important to use SWMM for hydrology because the proposed design significantly altered the slope of the channel to decrease erosive velocities, and SWMM was best suited to capture the complexity of the system upon which the time of concentration was based.



QUALIFICATIONS

Organization Chart





Ward Marotti • Senior Project Manager

BA, Environmental Studies, University of Northern Colorado

Ward Marotti has been involved in successful ecological restoration project planning, design, implementation, oversight, and monitoring for over 28 years. He has identified, proposed, negotiated, won, and managed a wide variety of wetland, stream, riparian buffer, and upland restoration and reclamation projects on private and governmentally owned properties in North Carolina, South Carolina, West Virginia, Georgia, Texas, the Intermountain West, and South America. He has used a variety of agency-specific functional assessment techniques to successfully evaluate, define, design, plan and monitor the targeted functions and values of restored systems.

Little Jackson Creek Mitigation and Up Ditch RSC, Richland County, SC. Project manager. Over the past few decades, Little Jackson Creek, located in northeast Columbia, SC, went from a meandering stream with regular floodplain access to a channelized ditch suffering from severe, regular erosion, poor water quality and an impaired aquatic habitat. WK Dickson prepared a stream and wetland restoration plan and design for the creek that involved the design of two regenerative stormwater conveyances (the first of its kind in South Carolina). The project has resulted in complete restoration of the creek including significant functional uplift and water quality improvements to one of Richland County's most impaired watersheds

Butterfly Branch Mitigation Site, Spartanburg, SC. Project manager. In order to construct the airfield improvements at Spartanburg Downtown Memorial Airport associated with the runway extension, stream mitigation was required by the USACE. This mitigation project will not only allow the City of Spartanburg to realize the mitigation credits required, it will also allow the City to beautify a section of the Butterfly Branch area in downtown Spartanburg by taking an old, piped section of the Butterfly Branch, removing all piping, day-lighting this stream and restoring this stream to its natural conditions. This project included natural channel design that will foster aquatic habitat and regenerative stormwater conveyance design techniques to establish a pool/cascade sequence for grade control through a steep section of restored channel.

City View Basin Plan, CIP and Stream Restoration, Charlotte, NC. Project manager for construction. This project focused on both stream restoration and flood control. City View Creek is a tributary to Campbell Creek and is located west of East Independence Boulevard between City View Drive and Wallace Lane. The main channel of the creek is approximately 5,000 LF long, drains 285 acres and crosses under 5 streets. WK Dickson performed a topographic survey, detailed existing conditions analysis, as well as alternatives analysis and concept plan. The existing conditions analysis included geomorphic and biological analyses using quantitative stability evaluation tools, hydraulic geometry measurements, in-stream habitat measurements, and riparian habitat assessments. Biological analyses included quantitative vegetation plots, fish sampling with electroshock equipment, and benthic macroinvertebrate sampling. WK Dickson prepared design plans to restore pattern, dimension and profile to over 2,000 LF of degraded streams. Design plans also included two culvert retrofits with slip lining and three culvert replacements. WK Dickson is providing construction oversight services to ensure that the contractor properly implements the stream restoration components of the design plan.

Smith Creek Watershed Restoration Plan, Wake Forest, NC. Project manager. Smith Creek is a Neuse River tributary which confluences with the Neuse approximately 1.1 river miles downstream of US 1. The waterway was added to the 2008 303(d) list of impaired waters, and remained on the 2012 303(d) list. From the dam to its headwaters in Franklin County, Smith Creek is fully supporting. An EPA 319-funded project, the Smith Creek Watershed Restoration Plan provides a detailed evaluation of water quality and aquatic habitat conditions throughout the Smith Creek watershed, from its headwaters in Franklin County, to its confluence with the Neuse River in Wake County, immediately adjacent to the Smith Creek Wastewater Treatment Plant. It clarifies the site specific and reach (catchment) specific conditions associated with the Town's most rapidly developing watershed, how these conditions have affected water quality, and ranks the most effective methods to improve water quality and have Smith Creek removed from the 303(d) list.



Terry Macaluso, PE • Principal-in-Charge

BS, Civil Engineering, Louisiana State University
Professional Engineer: SC, AL

Terry Macaluso is a registered professional engineer with over 31 years of experience in the consulting engineering field and is the Manager of WK Dickson's Columbia, SC office. His primary technical expertise is in the areas of transportation, land development planning and design, public works infrastructure, and various aspects of economic development programs. He has served clients in the municipal, state, federal and industrial sectors. He has 25 years of experience in performing all aspects of branch office management and business development and building teams of engineers, architects and planners. He has worked in all phases of design projects including planning, preliminary engineering, construction document preparation, construction administration, resident project administration and project management. Relevant experience includes:

Butterfly Branch Mitigation Site, Spartanburg, SC. Principal-in-charge. In order to construct the airfield improvements at Spartanburg Downtown Memorial Airport associated with the runway extension, stream mitigation was required by the USACE. This mitigation project will not only allow the City of Spartanburg to realize the mitigation credits required, it will also allow the City to beautify a section of the Butterfly Branch area in downtown Spartanburg by taking an old, piped section of the Butterfly Branch, removing all piping, day-lighting this stream and restoring this stream to its natural conditions. This project included natural channel design that will foster aquatic habitat and regenerative stormwater conveyance design techniques to establish a pool/cascade sequence for grade control through a steep section of restored channel.

Little Jackson Creek Mitigation, Richland County, SC. Principal-in-charge. Over the past few decades, Little Jackson Creek, located in northeast Columbia, SC, went from a meandering stream with regular floodplain access to a channelized ditch suffering from severe, regular erosion, poor water quality and an impaired aquatic habitat. WK Dickson prepared a stream and wetland restoration plan and design for the creek that involved the design of two regenerative stormwater conveyances (the first of its kind in South Carolina). The project has resulted in complete restoration of the creek including significant functional uplift and water quality improvements to one of Richland County's most impaired watersheds.

Letter of Map Revision (LOMR) for Gills Creek Tributary 1, City of Columbia and Richland County, SC. Principal-in-charge. WK Dickson prepared a FEMA LOMR for a complete restudy of Gills Creek Tributary 1 including development of new hydrology and 8,100 LF of hydraulic modeling and floodplain mapping. The project incorporated several historical floodplain projects including construction of 4,165 LF channel relocation, twin 96" diameter corrugated metal pipes at CSX Railroad, placement of fill in the abandoned floodplain at Owens Airport, replacement of the Plowden Road bridge with a 48-foot wide concrete cored slab bridge, construction of a 40-foot long, 6-foot wide concrete footbridge near Nephi Street, and stabilization of 1685 LF of channel banks upstream of Plowden Road. Peak flows were developed using USGS regression equations after a rigorous hydrologic validation process that included development of a HEC-HMS, AutoCAD's Hydraflow Hydrographs and EPA SWMM 5.0 computer models. Project included the hydraulic modeling of the 10-, 50-, 100-, and 500-year floods, development of 8,100 LF of new 100-year floodway, mapping of the 100- and 500-year floodplains and 100-year floodway. In addition, project included preparation of an engineering report and construction plans that assisted the FEMA reviewers in understanding the floodplain modifications that had been modeled. This engineering report also included the completed FEMA MT-2 forms and sample letters notifying property owners of the impacts to their properties.



Scott Sigmon, PE • Quality Control

BS, Civil Engineering, North Carolina State University
Professional Engineer: SC, NC

Scott has more than 21 years of professional experience on projects related to stormwater management and design for urban watersheds. He began his career with stormwater modeling and took the primary lead in the development of construction design plan sets for all of WK Dickson's stormwater projects. For the first several years, he took a direct hands-on approach in completing these projects that allowed him an early understanding of the nuances of municipal stormwater projects for both modeling and design plans. Typical programs used for these modeling efforts include HEC-1, HEC-HMS, HEC-2, HEC-RAS, XP-SWMM and desktop analysis. Scott has prepared planning reports and construction documents for various large scale stormwater projects for over 30 different municipalities in the southeast. Most projects included stream stabilization or stream restoration components, as well as utility coordination and relocation. Throughout all of these projects, he has gained extensive experience on the full spectrum of tasks required to make these municipal stormwater projects successful including public meetings, citizen involvement, easements and plat preparation, and stormwater and erosion control permitting. Relevant project experience includes:

Elizabeth Lake Dam Breech, Jacksonville, NC. Project engineer for this project that included hydrologic and hydraulic analysis of existing culvert crossing to evaluate its hydraulic capacity based on current design standards. Prepared construction documents for the proposed upgrades including bioengineering applications for the upstream and downstream stream channel. Completed Dam Safety, CAMA, Army Corps and Division of Water Quality permits.

Little Jackson Creek Mitigation, Richland County, SC. Program manager. Over the past few decades, Little Jackson Creek, located in northeast Columbia, SC, went from a meandering stream with regular floodplain access to a channelized ditch suffering from severe, regular erosion, poor water quality and an impaired aquatic habitat. WK Dickson prepared a stream and wetland restoration plan and design for the creek that involved the design of two regenerative stormwater conveyances (the first of its kind in South Carolina). The project has resulted in complete restoration of the creek including significant functional uplift and water quality improvements to one of Richland County's most impaired watersheds.

City View Basin Study, CIP, and Stream Restoration, Charlotte, NC. Project manager. This project focused on both stream restoration and flood control. City View Creek is a tributary to Campbell Creek, and is located west of East Independence Boulevard between City View Drive and Wallace Lane. The main channel of the creek is approximately 5,000 LF, drains 285 acres, and crosses under 5 streets. WK Dickson performed a topographic survey, detailed existing conditions analysis, as well as alternatives analysis and concept plan. The existing conditions analysis included geomorphic and biological analyses using quantitative stability evaluation tools, hydraulic geometry measurements, in-stream habitat measurements, and riparian habitat assessments. Biological analyses included quantitative vegetation plots, fish sampling with electroshock equipment, and benthic macroinvertebrate sampling. WK Dickson prepared design plans to restore pattern, dimension and profile to over 2,000 LF of degraded streams. Design plans also included two culvert retrofits with slip lining, three culvert replacements, and one BMP retrofit. WK Dickson provided construction oversight services to ensure that the contractor properly implements the stream restoration components of the design plan.

Meadowridge Storm Drainage Design, Charlotte, NC. Project manager responsible for overseeing the hydrologic and hydraulic analysis of a 81-acre watershed. 4,450 LF of open channels and culverts and 2,500 LF of secondary conveyance system were analyzed to determine system conditions, hydraulic characteristics, extent of flooding, stream stabilization potential and to develop various alternatives for improvements. Included the development of CIP construction documents, stream stabilization, utility relocation/design, 401/404 permitting, traffic control, erosion control, structural design, and agency coordination.



Bryan Thomas, PE • Quality Control

BS, Civil Engineering, University of South Carolina
Professional Engineer: SC, NC, GA

Bryan has 16 years of progressive project management experience in the planning, design, and construction administration of a wide variety of civil engineering and land development projects. His focus is efficient project delivery methods and highly-responsive project communication in an effort to provide excellent client service.

Bryan has significant experience in higher education and institutional development, commercial and industrial sites, and urban infrastructure projects for municipalities. His work also includes natural gas transmission and distribution pipelines and facilities; and residential, transportation and railway developments. In addition to his higher education experience, Bryan also has provided program development, project management and design services for commercial and industrial sites, and urban infrastructure projects for municipalities and utility providers.

Butterfly Branch Stream Mitigation and Restoration, Spartanburg, SC. Project manager for construction administration/observation phase. In order to construct the airfield improvements at Spartanburg Downtown Memorial Airport associated with the runway extension, stream mitigation was required by the USACE. This mitigation project will not only allow the City of Spartanburg to realize the mitigation credits required, it will also allow the City to beautify a section of the Butterfly Branch area in downtown Spartanburg by taking an old, piped section of the Butterfly Branch, removing all piping, day-lighting this stream and restoring this stream to its natural conditions. This project included natural channel design that will foster aquatic habitat and regenerative stormwater conveyance design techniques to establish a pool/cascade sequence for grade control through a steep section of restored channel.

Little Jackson Creek Mitigation and Restoration, Richland County, SC. Bryan assisted with construction administration/observation. Over the past few decades, Little Jackson Creek, located in northeast Columbia, SC, went from a meandering stream with regular floodplain access to a channelized ditch suffering from severe, regular erosion, poor water quality and an impaired aquatic habitat. WK Dickson prepared a stream and wetland restoration plan and design for the creek that involved the design of two regenerative stormwater conveyances (the first of its kind in South Carolina). The project has resulted in complete restoration of the creek including significant functional uplift and water quality improvements to one of Richland County's most impaired watersheds.

Airfield Drainage Improvements, Kershaw County, SC. Project engineer. WK Dickson provided engineering services related to the evaluation of Woodward Field's airfield storm drainage system since the airfield is littered with sinkholes due to failing drainage pipes. Construction included the removal and replacement of all airfield stormwater piping, the creation of new detention ponds, swales and general site grading.

RBW Airfield Drainage Analysis and Improvements, Walterboro, SC. Project engineer. WK Dickson provided professional services for the analysis of all airfield grading and storm drainage systems at the Low-country Regional Airport which consists of approximately 1,400 acres of airfield. The analysis included the collection of topographic data, delineation and modeling of all existing systems (on-site and outfalls), complete reporting of the status of each system and conclusions as to recommended future improvements for all systems. This project also included Phase 1 drainage improvements, which include the replacement of existing ramp drainage piping and structures with new piping, structures, inlets, trench drain and replacement of existing 6" concrete slabs with new 10" concrete (P-501) slabs and outfall improvements.



Marc Horstman, PE, PH • H&H Modeling

MS, Biological Engineering, North Carolina State University
 BS, Biological Engineering, North Carolina State University
 Professional Engineer: SC, NC, GA
 Professional Hydrologist Surface Water
 Certified Floodplain Manager: NC

Marc has extensive experience related to municipal stormwater infrastructure, including planning and design, hydraulic and hydrologic modeling, innovative and sustainable site design, and stormwater BMP design. His career expertise includes mathematically modeling complex hydrologic and hydraulic systems, including using models such as SWMM, HEC-HMS, HEC-RAS, and AutoDesk HydraFlow Storm Sewers/Hydrographs. He has also created several innovative mathematical models to evaluate water quality and Low Impact Development (LID) systems. In addition to his modeling proficiency, Marc's expertise includes planning and designing innovative water quality devices for Capital Improvement Projects (CIPs), as well as LID and infrastructure upgrade projects and Regenerative Stormwater Conveyances. Marc has experience working with NCFMP (North Carolina Floodplain Mapping Program) to create and review FEMA-approved floodplain modeling software, which were used to remap FEMA jurisdiction throughout the entire state of North Carolina. He has also served as an advisor for the Nutrient Crediting Committee, which is integral in establishment of the State's BMP minimal design criteria. Relevant project experience includes:

Eleven Mile Creek Dam Breach and Stream Restoration Feasibility Study, Pensacola, FL. Project engineer. WK Dickson staff developed technical memorandum documenting recommended design alternatives to stabilize the Eleven Mile Creek dam breach and downstream channel improvements. The dam is on Eleven Mile Creek approximately 300 feet upstream of Kingsfield Road on International Paper property. The project study area included the full extent of the normal pool prior to the storm breach in April 2014 and extends downstream to a point approximately 400' downstream of Kingsfield Road. Scope included data collection and field surveys, alternatives evaluation, bridge scour analysis of the Kingsfield Road bridge based on the proposed modified channel hydrology, design plans and specifications, construction observation, and post-construction monitoring. Concept plan focused on using the existing concrete rubble to stabilize the channel bed.

Meadowridge Storm Drainage Improvements, Charlotte, NC. Senior staff engineer responsible for closed system modeling. This project involved the hydrologic and hydraulic analysis of an 81-acre watershed to evaluate the existing infrastructure compared to City standards. Specifically, 4,450 LF of open channels and culverts and 2,500 LF of secondary conveyance system were analyzed to determine system conditions, hydraulic characteristics, extent of flooding, stream stabilization potential and to develop various alternatives for improvements.

Town Creek Culvert, Greenville, NC. Technical specialist for design, project manager for construction phase. WK Dickson was hired to perform a detailed structural condition assessment of the entire 3,900 foot Town Creek Culvert culvert to assess the culvert visually and non-destructive testing throughout the system. Resulting design included innovative Regenerative Stormwater Conveyance (RSC) implementation as a replacement or a significant portion of the existing culvert, as well as other Stormwater Control Measures (SCM) for tributaries of the system.

Linda Lake Regenerative Stormwater Conveyance (RSC), Charlotte, NC. Technical Specialist, modeling and plan production lead. Charlotte-Mecklenburg Storm Water Services (CMSWS) has completed their first Regenerative Stormwater Conveyance (RSC) project to address substantial erosion of a channel located directly behind a private residence. The site was a highly eroded channel that was at the end of a residential stormwater pipe system. Over the years this situation sent thousands of pounds of sediment downstream into Reedy Creek, which is impaired for benthos and fish. The Linda Lake RSC is the City of Charlotte's pilot RSC project.



Tom Murray • H&H Modeling

MS, Civil Engineering, North Carolina State University
 BS, Environmental Science and Engineering, University of North Carolina at Chapel Hill
 Professional Engineer: NC
 Certified Floodplain Manager: NC

Tom has more than 17 years of experience specializing in the design of stormwater capital improvement projects and modeling for urban watersheds. He has managed and prepared construction documents on a variety of projects including capital improvement projects, stormwater BMPs, culvert replacements, dam rehabilitations, and ponds. Tom's expertise with hydrologic and hydraulic models including HEC-1, HEC-HMS, HEC-GeoHMS, HEC-RAS, and HEC-GeoRAS allows him to effectively develop planning documents to support the decision making process for determining the most cost-effective alternatives to be implemented. Tom's unique combination of experience allows him to efficiently navigate the permitting process for stormwater capital projects having prepared 401/404 permit applications, Division of Land Quality permit applications, and FEMA CLOMRs and LOMRs. Relevant project experience includes:

Charlotte Pond Feasibility Studies and Dam Rehabilitations, Charlotte, NC. Tom served as the project manager for five pond and dam rehabilitation projects, which consisted of retrofitting existing ponds and dams to provide water quality treatment, pass the City design storm, and repair the dams and/or spillways as needed. All five dams are small earthen embankments that received exempt classifications from NCDENR Dam Safety based on results from a breach analysis. Services included survey, feasibility study, easement plats, public meetings, design, environmental permitting, NCDENR permitting (Dam Safety and Erosion Control), O&M manual, emergency action plan, construction administration, and construction observation.

Development of Standard Pond Retrofit Specifications and Details, Charlotte, NC. As a result of our performance on pond retrofits, the City of Charlotte selected WK Dickson to develop standard pond specifications and details for all future pond retrofit projects. Tom served as project manager for this effort, which has included the development of over 25 specifications and 20 details. Example details provided include a variety of spillway details, trash racks, internal dam drainage mechanisms, pipe bedding, and goose exclusion fencing. Specifications provided include dam embankment material, seeding, and topsoil, dewatering, wetland plantings, and outlet structures.

Buckhead Creek Watershed Study and Design Improvements, Fayetteville, NC. Project manager for a watershed master plan for Buckhead Creek in southwest Fayetteville. Buckhead Creek is a FEMA-mapped urban stream with a watershed of approximately 5-square-miles at the Fayetteville municipal boundary. Services included an inventory of stormwater conveyance features, public education and involvement, a detailed hydrologic and hydraulic analysis of Buckhead Creek and associated drainage systems, development of flood mitigation alternatives, identification of water quality retrofits, and preparation of a watershed plan report. During the second phase of the project, WK Dickson provided construction documents for selected alternatives, represented the City during public hearings and assisted with necessary permitting including ACOE 404 Permit, NCDWQ 401 Certification, and Wetland Delineation Report.

Upper Rayconda Dam, Fayetteville, NC. Project manager responsible for completing the permitting and design plans required to bring the dam into compliance with State regulations. Phase I included developing conceptual construction cost estimates for two alternatives to repairing the dam. Upon selection of the most appropriate alternative, WK Dickson developed design plans and completed the required permitting for the dam repair.



David Perry, PE • Stream Design

MS, Civil Engineering, University of North Carolina at Charlotte
 BS, Civil Engineering, Carnegie Mellon
 Professional Engineer: SC, NC, PA

David has 20 years of professional experience in the design of stormwater infrastructure including floodplain analysis, hydrological and hydraulic analysis of waterways and closed systems, stormwater management, natural channel design and stormwater BMP design. In addition, his experience includes land development design including grading, road design, site layouts, sanitary sewer and water system design, and erosion and sedimentation control. David has been responsible for many concurrent pond restorations, stream restorations, and large-scale stormwater utility infrastructure upgrades. He is proficient in the use of AutoCAD, MicroStation, HEC-1, HEC-RAS, HEC-HMS, and SWMM. Representative project experience includes the following:

Butterfly Branch Mitigation Site, Greenville, SC. Engineer of record. In order to construct the airfield improvements at Spartanburg Downtown Memorial Airport associated with the runway extension, stream mitigation was required by the USACE. This mitigation project will not only allow the City of Spartanburg to realize the mitigation credits required, it will also allow the City to beautify a section of the Butterfly Branch area in downtown Spartanburg by taking an old, piped section of the Butterfly Branch, removing all piping, day-lighting this stream and restoring this stream to its natural conditions. This project included natural channel design that will foster aquatic habitat and regenerative stormwater conveyance design techniques to establish a pool/cascade sequence for grade control through a steep section of restored channel.

Little Jackson Creek Mitigation, Richland County, SC. Engineer of record during construction. By applying a holistic design approach, WK Dickson and Richland County, SC have successfully integrated regenerative stormwater conveyances into a stream and wetland restoration project to provide significant functional uplift to an impaired urban watershed. Using a unique, complimentary and self-sustaining design, spatially constricted and failing stormwater infrastructure is being transformed into an aesthetically pleasing, self-sustaining system in a highly impervious and densely developed urban catchment. This integrated approach provides significant improvements to not only flood abatement and storage, but also water quality. The project provides significant functional uplift and water quality improvements to one of Richland County's most impaired watersheds.

Alanhurst-Cherrycrest Storm Drainage Study and Remediation, Charlotte, NC. Project engineer. The Alanhurst-Cherrycrest Storm Drainage Improvement Project included a detailed study of existing drainage conditions in a 206 acre watershed, improvement recommendations, design of selected alternatives, permitting, and construction observation. The hydrologic and hydraulic analysis compared the existing infrastructure to current City standards to determine system conditions, hydraulic characteristics, extent of flooding, stream stabilization potential and improvement alternatives. Included in the study phase was an existing conditions meeting with owners in impacted areas and input from a City Peer Review Group which selected alternatives for remediation. The design and construction phase of the project included development of construction documents and plans for stream stabilization, FEMA and 404/401 permitting, traffic control, erosion control, and agency coordination.

***McDonald Pond Water Quality Enhancement Project, Charlotte, NC.** As project manager for the City of Charlotte Storm Water Services Division, David was responsible for the coordination of project planning and design, fee negotiation, property owner interaction and public meeting presentation. He worked closely with the consultant project manager and internal staff and departments to resolve project related issues. Performed plan review for technical accuracy and general completeness. The project included outlet structure and partial dam replacement. The project also included an initial emergency repair and outfall channel stabilization.

** Experience prior to joining WK Dickson*



Ben Carroll • Stream Design

MS, Biological and Agricultural Engineering, North Carolina State University
 BS, Environmental Engineering, North Carolina State University
 Stream Morphology Assessment, North Carolina State University Stream Restoration Institute
 Natural Channel Design Principles, North Carolina State University Stream Restoration Institute
 Stream Restoration Design, North Carolina State University Stream Restoration Institute
 Professional Engineer: NC

Ben has provided staff level engineering support on stormwater management, stream and wetland restoration projects, and stream stabilization projects. His experience includes performing geomorphic survey for stream and wetland restoration projects, as well as assisting in wetland delineations and onsite field reviews. He has inspected restoration projects in pre-construction, post-construction, and monitoring phases. He has assessed projects for stream stability and vegetative success. Ben has prepared stormwater management reports, 401/404 permit drawings, and hydraulic and erosion control designs, as well as MOAs and CLOMRs. He is proficient in HEC-RAS, ArcGIS, MicroStation, GEOPAK Road, GEOPAK Drainage, HY-8, AutoCAD, ArcHydro, and HEC-GeoRAS. In addition to the above work experience, Ben has also attended North Carolina State Universities River Courses 101, 201 and 301. Relevant project experience includes:

Blackbird Dam Removal and Stream Mitigation Site, Johnston County, NC. Project engineer. WK Dickson prepared a dam removal and stream restoration plan and construction design for the Blackbird Site in Johnston County, NC. Scope includes data collection and conceptual plan for dam removal and stream restoration. Also includes breach plan, mitigation plan, construction documents, and construction assistance. A LOMR for water surface reduction and changes in floodways will be prepared upon completion of construction.

Bucher Mitigation Site, Durham County, NC. Project engineer. WK Dickson performed field data collection, assisted with preparation of the mitigation plan, and completed construction documents for the Bucher mitigation site. The project includes approximately 13,000 LF of stream restoration, 6,000 LF of stream enhancement I, and 2,500 LF of stream enhancement II. This stream and buffer mitigation project is being developed as a Full Delivery Project to provide stream mitigation within Cataloging Unit 03020201 of the Neuse River Basin for the Division of Mitigation Services. The project submittals include dam breach plans and permits, definition of easement limits, inclusions in the Mitigation Plan (draft and final), construction plans, erosion control permit applications, FEMA CLOMR, FEMA LOMR, quantities estimate, and record drawings. Additional services include construction assistance and progress memorandum.

Polecat Mitigation Site, Johnston County, NC. Project engineer. The Polecat Stream Mitigation Site is located in the Neuse River Basin. WK Dickson performed field data collection, assisted with preparation of the mitigation plan, and completed construction documents for the Polecat Mitigation Site. The site presents the opportunity to provide up to 9,563 SMUs. The project effort includes assistance with the mitigation plan (draft and final), construction plans, erosion control permit application, CLOMR and LOMR submittal, and quantities estimate. Services also include construction assistance and record drawings.

Cloud and Banner Mitigation Site, Alamance County, NC. Project engineer. WK Dickson is performing field data collection, assisting with preparation of the mitigation plan, and providing complete construction documents. The project will include approximately 7,432 LF of stream mitigation generating 4,801 SMUs and 11.95 acres of wetland mitigation generating 3.54 Wetland Mitigation Units (WMUs). The proposed stream and buffer mitigation project will be developed as a bank project to provide stream and wetland mitigation within Cataloging Unit 03030002 of the Cape Fear River Basin. The project submittals include definition of easement limits, inclusions in the Mitigation Plan (draft and final), construction plans, erosion control permit applications, FEMA CLOMR, FEMA LOMR, and quantities estimate. Additional services include construction assistance and progress memoranda.



Karl Alewine, PLS • Survey Manager

Professional Land Surveyor: SC

Karl Alewine is a South Carolina Registered Land Surveyor with 30 years of land surveying experience. He currently manages the Surveying Department of the Columbia, SC office. His surveying experience covers a broad range of projects in the field and in the office. He is currently a member of the Midlands Chapter of Professional Land Surveyors and a member of the South Carolina Society of Professional Land Surveyors. Karl manages projects, schedules field work, performs survey computations, drafting, quality control, and collecting and recording of field data using Geo XT GIS data logger. Karl leads as many as five survey crews in GPS data collection using a variety of robotic, mapping and survey-grade GPS equipment. He also specializes in utilizing field data collection software from ESRI tailored to tablet and hand-held data collectors. Project types range from commercial and industrial sites to large capital improvement projects such as campuses, airports, and municipal infrastructure. Representative project experience includes the following:

Butterfly Branch Mitigation Site, Spartanburg, SC. Surveyor. In order to construct the airfield improvements at Spartanburg Downtown Memorial Airport associated with the runway extension, stream mitigation was required by the USACE. This mitigation project will not only allow the City of Spartanburg to realize the mitigation credits required, it will also allow the City to beautify a section of the Butterfly Branch area in downtown Spartanburg by taking an old, piped section of the Butterfly Branch, removing all piping, day-lighting this stream and restoring this stream to its natural conditions. This project included natural channel design that will foster aquatic habitat and regenerative stormwater conveyance design techniques to establish a pool/cascade sequence for grade control through a steep section of restored channel.

Little Jackson Creek Mitigation, Richland County, SC. Surveyor. Over the past few decades, Little Jackson Creek, located in northeast Columbia, SC, went from a meandering stream with regular floodplain access to a channelized ditch suffering from severe, regular erosion, poor water quality and an impaired aquatic habitat. WK Dickson prepared a stream and wetland restoration plan and design for the creek that involved the design of two regenerative stormwater conveyances (the first of its kind in South Carolina). The project has resulted in complete restoration of the creek including significant functional uplift and water quality improvements to one of Richland County's most impaired watersheds.

Windsor Lake Capital Improvement Project, Richland County, SC. Surveyor. WK Dickson provided survey, design, permitting, and construction plans and specifications to repair a hole and stabilize approximately 250 LF of an eroded ditch that runs behind several residences. The scope included design for conveyance system to stabilize the ditch, filling in the eroded section, restoring it to natural grade and providing velocity dissipaters on the downstream side. Services also included coordination of geotechnical investigations as needed, bid assistance, construction administration and construction observation.

Berkeley County Airport Airfield Drainage Evaluation and Improvement, Berkeley County, SC. Surveyor. Comprehensive evaluation of hydrologic conditions for 100+ acres of airport property to mitigate standing water and saturated soils in infield area between runway and parallel taxiway. WK Dickson performed hydraulic and hydrologic modeling for the sub-basins included in the project area for the 2-, 10-, 25-, and 100-year storm event for both existing and future conditions. Based on approval of recommended improvements, stormwater drainage design and construction plans were developed to address aging storm drain structures as well as downstream impacts. Design included concepts for stormwater management facilities, pipes, ditches, culvert and BMPs to correct identified drainage, flooding, erosion and associated water quality problems. Project included coordination with FAA, SCDHEC, SCDOA, and Berkeley County Officials, assistance with preparation of DBE workplan, and environmental permitting assistance.

WHY SELECT WK DICKSON?

Project success for the Walden Pond Feasibility study is dependent on identifying and developing the most cost-effective solution for the breached dam removal, while maintaining flood abatement, as well as generating a significant amount of stream and wetland mitigation credits. To achieve this, the County will need a consultant experienced in both dam design and removal, as well as stream and wetland restoration. WK Dickson has a proven track record with the County for both successfully generating the maximum number of mitigation credits from a site (Little Jackson Creek), as well as meeting aggressive schedules, as evidenced recently in accelerating the design of the Entrance Lake Dredging.

During those projects we have also developed a strong working relationship with the County’s Project Management Team, which will help facilitate completion of Walden Pond Feasibility Study. By combining our proven track record with County staff, our strong local presence and our nationally renowned technical knowledge, experience and insight, WK Dickson is uniquely qualified to provide Richland County with a well thought-out, detailed, but concise feasibility study that will be a useful resource for all stakeholders, including County staff, council members, regulators, and local residents.

PROJECT SCHEDULE: WALDEN POND FEASIBILITY ANALYSIS

	Weeks																			
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
NTP																				
Feasibility Analysis																				
Hydrology and Hydraulics Analysis																				
Feasibility Memorandum										X										
Alternatives Analysis																				
Alternatives Summary and Presentation														X						
Feasibility and Conceptual Analysis																				
Feasibility and Conceptual Analysis Memorandum (Draft)																	X			
Feasibility and Conceptual Analysis Update																				
Feasibility and Conceptual Analysis Memorandum (Final)																				X

X = deliverable

PROJECT APPROACH AND SCOPE

General Project Description

As stated in the County's RFP, as well as the project approach and scope previously provided to the County by WK Dickson in June 2017, Walden Pond lies in the Wateree River Watershed in northeastern Richland County, immediately upstream (west) of Spears Creek Church Road (S 40-53). The approximately 20-acre pond has a watershed area containing approximately 1,000 acres of built out residential and commercial land use. Walden Pond's dam breached as a result of historic rainfall in October 2015. The resultant downstream flooding was widespread and significantly damaged Spears Creek Road, which has been temporarily repaired. The pond remains mostly drained, with a reduced permanent pool of approximately four acres. The below project approach and scope will to consider the available options of achieving flood attenuation and stream/wetland restoration, in lieu of reconstructing the dam.

Project Goals

Richland County has the following project goals (note: the below project goals were provided to the County in June 2017, following preliminary project evaluation by WK Dickson, as well as presented to the Conservation Commission in November 2017):

Project Goals

- Utilize the flood attenuation function of the existing, breached dam by designing a stream restoration project that maximizes the use of the former pond bottom's storage volume.
- Create a conceptual design that maximizes the stream and/or wetland mitigation credits associated with permanent dam removal.
- Reduce the downstream flooding risks associated with the current high-hazard dam configuration.
- Remove current dam from SCDHEC's high hazard list
- Increase the water quality benefits of Spears Creek's current condition by providing additional floodplain storage/treatment.
- Create a conceptual design that requires little/no maintenance.

- Maximize aesthetics and structure location/type with a focus on future public use/access.

WK Dickson will assist Richland County in achieving these goals using the above schedule to complete the following approach and deliverables.

1. Project Administration

1.1 Meetings

WK Dickson will attend up to three meetings. The first meeting will be to discuss and refine the goals of the project, discuss possible concept alternatives, and transfer available information. The second and third meetings will be to discuss the results of the evaluation and receive comments.

2. Feasibility Analysis

2.1 Utility/SCDOT Coordination

WK Dickson will contact SCDOT and utilities whose existing or known proposed facilities are located within the Project limits and may be affected by proposed alternate designs, with particular attention to the Spears Creek Church Road culvert's final design.

2.2 Field Analysis

WK Dickson will conduct a field analysis of the dam and appurtenances, and the surrounding area as needed for the completion of the feasibility and conceptual analysis phase of this Project. The County will furnish to WK Dickson any available topographic and storm water infrastructure inventory data relative to the Project.

2.2.1 Field Notifications

WK Dickson will complete the field analysis on private property after the County provides written authorization and notifications to citizens in the project area, at least 30 days prior to beginning.

2.2.2 Location and Design Data

WK Dickson is responsible for identifying data needed to complete the feasibility and conceptual analysis phase of the Project. The data will be sufficient to:

- Model the existing system;
- For the 100-year, 6-hour storm event, assess potential flood damage for properties surrounding the pond and properties along the receiving stream below the dam;
- Propose and analyze alternatives for improvements; and
- Evaluate the constructability of each alternative.

The field analysis will include the following:

- a. Elevations along the road centerlines, adequate to produce profiles suitable for accurate modeling and design;
- b. Locations of drainage structures and storm drain pipes, including sizes, shapes, material, invert elevations, and rim/grate elevations;
- c. Location of hydraulic outlet devices (i.e. weirs, standpipes, risers, drains, conduits, siphons, valves, etc.);
- d. Elevations and cross-sections for the channels adequate to produce channel profiles and to conduct capacity calculations at critical flood damage locations identified by WK Dickson;
- e. Profile of top of dam.

2.3 Hydrology and Hydraulics Evaluation

2.3.1 Hydrologic Analysis

WK Dickson will evaluate the hydrology of the contributing watershed based on existing and future land use conditions. WK Dickson will use of an approved hydrologic reservoir routing program such as SWMM to model storms of various return frequencies and durations. Hydrologic analyses for this subtask will be conducted assuming existing and future built-out land use as determined by zoning information provided by the County to WK Dickson. These analyses will be performed using the current pond water surface elevation and will be restricted to determining flood stage elevations. WK Dickson will conduct these analyses without accounting for runoff

attenuation provided by facilities (ponds or structures) in the watershed that could be eliminated in the future. WK Dickson will develop the model using the following criteria:

- a. Six hour rainfall design storm event for the 100-year storm;
- b. Rainfall input in 5-minute increments with a calculation time step sufficient to capture the peak flow and time to peak for the catchments and confluences contained in the model.

2.3.2 Flood Impacts Analysis and Evaluation

WK Dickson will perform a hydrologic and hydraulic analysis to evaluate flooding and the flood reduction opportunities associated with: the dam prior to breaching; current conditions; and two alternative designs. This analysis will identify reductions of flow rates and local flooding impacts. Potential changes in upstream and downstream FEMA flood elevations are not part of the scope of this study.

2.3.4 Sufficiency Evaluation

WK Dickson will use the field analysis, citizen input, and results of the hydrologic and hydraulic models to evaluate the existing and previously existing pond and dam, and the function, and performance of the proposed stream and wetland restoration.

2.4 Milestone 1 Submittal – Feasibility Analysis Memorandum

WK Dickson will use the findings from the Feasibility Analysis to evaluate the size, function, and performance of the existing drainage system for existing and future land use conditions. WK Dickson will present the data, methodologies, findings, and results of the existing system analysis in digital format as well as a reproducible hard copy. The memorandum will include the following information:

- a. Table and exhibit showing any service requests and historical data;
- b. A brief description of hydrologic and hydraulic methods used to evaluate the system;

- c. Exhibit(s) showing the watershed area, delineated subbasins, and existing drainage system;
- d. Exhibit showing model connectivity;
- e. Peak discharge, peak water surface elevations, and system capacity results in tabular format;

Results of this analysis will be provided in the draft Feasibility and Conceptual Analysis Memorandum. WK Dickson will submit two hardcopies and one digital copy (including all models) of **Milestone 1** of the draft memorandum.

3. Stream and Wetland Restoration Alternatives - Milestone 2

Upon the County's acceptance of the existing system evaluation (Milestone 1), WK Dickson will evaluate design alternatives that best maintain or improve pre-breach flood attenuation. Following alternatives evaluation, WK Dickson will select the two alternatives that best satisfy these goals (e.g. complete dam removal/stream restoration; and partial dam removal/stream restoration). WK Dickson will refer to the data and results from Milestone 1 when proposing and evaluating the alternatives.

At the completion of this effort, WK Dickson will prepare and submit an alternatives summary, including the advantages and disadvantages of each. Specific attention will be paid to the factors listed below that may affect alternative selection. WK Dickson will coordinate with the County's Project Manager to incorporate the potential mitigation crediting and flood abatement challenges of each proposed alternative into the descriptions. WK Dickson and the County's Project Manager will meet to discuss the alternatives for further analysis and evaluation.

Likely Alternatives:

3.1 Complete Dam Removal and Stream Restoration

WK Dickson will conduct hydrologic and hydraulic analyses based on existing and future land use conditions to develop the complete dam removal and stream restoration alternative for the system. The

storm events analyzed will be the same as identified under Feasibility Analysis (Subsection 2.3.1).

WK Dickson's analysis and evaluation will consider and document the following factors to recommend the most appropriate alternative:

Hydraulic Design

- Restored stream cross sectional area and bankfull volume;
- Restored floodplain bench flood storage capacity;
- Effect on the system of storm events analyzed;
- Alternate discharge control systems;
- Site-specific elements such as springs, embankment seepage, base flow, etc.); and
- Resulting water surface elevations.

Permitting

- USACE, including mitigation credit estimates;
- SCDHEC ; and
- FEMA.

Constructability

- Site restrictions;
- Utility conflicts and proposed resolutions;
- Geotechnical concerns; and
- Traffic and access concerns during construction.

Water Quality

- Effectiveness in contributing to overall watershed health (habitat, stability, and water quality), including impacts due to changes in detention characteristics; and
- Environmental impacts.

Maintenance and Safety

- Ability to maintain a safe and stable restored reach; and
- Annual maintenance costs.

Costs versus Benefits

- WK Dickson will develop an itemized cost estimate. Costs may include, but not be limited to, design, permitting and construction costs; benefits may include, but not be limited to, potential loss of downstream resources if repairs are not

made, property damages averted, attainable mitigation credits and environmental improvement factors.

Based on WK Dickson’s preliminary evaluation, in preparation for our November 2017 meeting with the County Conservation Commission, the Walden Pond portion of the project is anticipated to generate approximately the following number of stream and wetland mitigation credits:

Walden Pond Mitigation Site Estimated Stream Mitigation Credit Table	
Factor	Walden Pond
Stream Type	0.4
Priority Category	0.4
Net Improvement	3
Credit Schedule	0.1
Location	0.1
Riparian Buffer Side A	0.39
Riparian Buffer Side B	0.39
Sum of Restoration Mitigation Factors =	4.78
Linear Feet Proposed Restoration	1800
M x LL	8,604.0
Total Estimated Credits = $\Sigma(M \times LL) =$	8,604

Walden Pond Mitigation Site Estimated Wetland Mitigation Credit Table	
Factor	Walden Pond
Net Improvement	3
Upland Buffer	1
Credit Schedule	0.5
Temporal Loss	0
Kind	0.4
Location	0.4
Sum	5.3
Area	18.5
Total Estimated Credits	98.05

Based on the recent purchase of mitigation credits associated with a recent FAA funded project in the Charleston District, the credits estimated above will be worth approximately:

Stream credits: \$1,376,640
Wetland credits: \$1,176,000
Total: \$2,553,240

The results of this preliminary analysis will be fine-tuned and updated following the more detailed analysis described above. The updated results will be reported for the entire system, and will include individual summaries for each critical component. The evaluation will be clear, and to a level of detail that enables an independent reviewer to clearly understand the conclusions and recommendations.

3.2 Partial Dam Removal Alternative Analysis and Evaluation

WK Dickson will conduct hydrologic and hydraulic analyses based on existing and future land use conditions to partially remove the existing dam and restore Spears Creek.

WK Dickson’s analysis and evaluation will consider and document the factors identified in Task 3.1 above to recommend the most appropriate alternative.

3.3 Dam Removal and Stream Restoration Alternatives Analysis and Evaluation – Milestone 2: Memorandum Submittal

In the Milestone 2 submittal WK Dickson will present a memorandum detailing the analysis and evaluation of the Dam Removal and Stream Restoration Alternatives. The description of the alternatives will include results of the analyses, evaluation considerations, and a summary description of potential improvements related to the existing conditions. Results of this task will be provided in the draft Feasibility and Conceptual Analysis Memorandum. WK Dickson will submit two hardcopies and one digital copy (including all models) of **Milestone 2** of the draft memorandum.

4 Feasibility and Conceptual Analysis Memorandum – Milestone 3

Upon the County's acceptance of Milestone 2, WK Dickson will prepare and submit the draft Feasibility and Conceptual Analysis Memorandum for review by the County's Project Manager.

4.1 Conclusions and Recommended Alternative

WK Dickson will recommend and provide justification for the "preferred" alternative based on analysis, evaluation and comparison of the alternatives, previous County comments related to Milestones 1 and 2, and comments by the County related to the potential environmental consequences of the alternatives.

4.2 Draft Feasibility and Conceptual Analysis Memorandum

WK Dickson will submit two hardcopies and one digital copy, including all models, of the draft Feasibility and Conceptual Analysis Memorandum. The draft will address the County's Project Manager's comments from the Milestone 1 and 2 reviews.

4.3 Milestone 4 Submittal – Final Feasibility and Conceptual Analysis Memorandum

Following the County's review of the draft Feasibility and Conceptual Analysis Memorandum, WK Dickson will meet with the County's Project Manager to discuss requested changes by the County. WK Dickson will address County comments, incorporate comments pertaining to potential environmental consequences of the alternatives noted by the County, and provide the final memorandum to the County for subsequent review/approval. WK Dickson will make necessary revisions. WK Dickson will submit two reproducible copies and one digital copy, including models, maps, exhibits, etc. of the final Feasibility and Conceptual Analysis Memorandum.

Table of Contents

1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Submittal
	COVER PAGE	1	NO
	CONTENTS	1	NO
SECTION - A	GENERAL INFORMATION	1	NO
SECTION - B	SPECIAL CONDITIONS	4	NO
SECTION - C	GENERAL CONDITIONS	1	NO
SECTION - D	PROPOSAL SCHEDULE	1	YES
SECTION - E	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	YES
	DRUG FREE WORKPLACE	1	YES
	NO RESPONSE FORM (<i>Return Only If Not Participating</i>)	1	YES
SECTION - F	REQUIREMENTS (<i>provide responses</i>)	3	YES
SECTION - G	SOLICITATION, OFFER & AWARD	1	YES
	<i>Returned sections will be incorporated with executed agreement</i>		

2. Acknowledgment of Amendments	Amendments #	Date	Amendments #	Date
Offeror acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) and date of each)	001	2/27/2018		

RICHLAND COUNTY PROCUREMENT AND CONTRACTING

EFFECTIVE DATE OF ADDENDUM: February 27, 2018

ADDENDUM #: 001	SOLICITATION: RC-050-P-2018; Walden Pond Feasibility Study
REVISED SOLICITATION ACCEPTANCE DATE: none	

1. AMENDMENT OF SOLICITATION

The Solicitation identified above, is hereby amended as described. All other provisions of the solicitation remain unchanged and in full force and effect.

2. REQUIREMENT TO ACKNOWLEDGE AMENDMENT

Proposers must acknowledge receipt of this amendment prior to the deadline specified in the solicitation or as amended by this document for receipt of offers by returning one original signed copy with the proposal submittal

WARNING: Failure to acknowledge receipt of this Amendment may result in the rejection of the submittal and offer.

3. DESCRIPTION OF AMENDMENT:

Please see attached Q & A for clarification
--

4. ACKNOWLEDGMENT OF AMENDMENT:

NAME: Terry A. Macaluso, PE	DATE: 03 / 01 / 2018
TITLE: Vice President	
COMPANY: W.K. Dickson & Co., Inc.	

Signature of acknowledgment: _____



5. CONTRACTING OFFICER OR AUTHORIZED REPRESENTATIVE:

Brittany Sloan
Procurement Buyer

February 27, 2018



The Proposer shall furnish items and services identified under description in accordance with Special Conditions/Provisions, Requirements and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Proposer also understands by executing and dating this document proposed prices/costs shall hold firm for a period of not less than *three hundred, sixty-five (365)* calendar days after the date of the solicitation award.

Company name:		W.K. Dickson & Co., Inc.
Name of Agent (Print or Type):		Terry A. Macaluso, PE
Title: Vice President	Date: 03/01/2018	
Signature of Agent:		<i>Terry A. Macaluso</i>
Telephone # 803.786.4261	Fax #: 803.786.4263	
Federal Identification Number: 56-0486717		
Email address: tmacaluso@wkdickson.com		
Subscribed and sworn to me this <i>1st</i> day of <i>March</i>		
my commission expires: <i>05/25/22</i>		Title: <i>Administrative Manager</i>

(Must be notarized by a Notary Public)

Lucinda L. Davidson

SEAL

Richland County, South Carolina

Statement of Assurance, Compliance and Noncollusion

State of South Carolina)

County of Richland)

Terry A. Macaluso, PE, being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm: W.K. Dickson & Co., Inc.
 Name of Agent: Terry Macaluso, PE
 Address: 1320 Main Street, Suite 400
 City, State & Zip: Columbia, SC 29201

Signature & Title: Terry A. Macaluso
 Vice President

Telephone: 803.786.4261 Fax: 803.786.4263 e-mail: tmacaluso@wkdickson.com

Subscribed and sworn to me this 1st day of March, 2018.

Administrative Manager
 (Title)
Lucinda L. Davidson My commission expires: 05/25/2022

NOTARY SEAL

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the firm of W.K. Dickson & Co., Inc. (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abused in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
- (4) Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
 - (e) abide by the terms of the statement; and
 - (f) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying Richland County within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

CONTRACTOR

By: Terry A. Macaluso, PE

Legal Signature *Terry A. Macaluso*

WITNESS:

Linda L. Davidson

Date: March 1, 2018, 2018

RC-050-P-218, WALDEN POND FEASIBILITY STUDY COST PROPOSAL

WK Dickson understands by submitting this document, proposed prices/costs shall hold firm for a period of not less than three hundred, sixty-five (365) calendar days after the date of the solicitation award.

Project Cost = \$38,500



CONTRACT FOR SERVICES AMENDMENT NO. 1

ADDITIONAL SERVICES AUTHORIZATION

The following modifications to the contract ("Contract") for Walden Pond Feasibility Study 20180277.00.CL dated July 12, 2018 between Richland County (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) are authorized.

1. SCOPE OF SERVICES.

The CONSULTANT and their subconsultants shall provide the following services as part of this Additional Services Authorization for the area shown on the attached Exhibit A:

Task I –Establish Project Control

Establish horizontal and vertical survey control that will be tied to the South Carolina State Plane Coordinate System (North American Datum 1983 and North American Vertical Datum of 1988).

Task II –Topographical & Utility Locate Survey

A. Field locate and map:

1. Above ground planimetric features including: tree lines, electrical transmission and distribution lines, poles, retaining walls, lakes, ditches, buildings, drives, edges of asphalt and concrete pavements, fire hydrants, valves, curb and gutter, above ground water appurtenances.
2. Locations of storm drain pipes and structures including sizes, wingwall angles, inlet conditions (e.g., beveled), shapes, material, condition, invert elevations, and rim/grate elevations (for those items that are identifiable and accessible without the need for confined space entry or confined space certification);
3. Locations of sanitary sewer pipes, structures, including sizes, materials, invert elevations, and rim elevations, horizontal locations of clean-outs if they are visible and within the survey corridor (for those items that are identifiable and accessible without the need for confined space entry or confined space certification);
4. Horizontal locations of underground non-gravity utilities, including valves, hydrants, meters, etc.; and overhead utilities including: poles, lines, guys, boxes, etc. Vertical clearance of overhead utilities will be measured in areas where construction equipment may impact the overhead utilities;
5. Building corners of structures, finished floor elevations, vent opening elevations, HVAC unit location and elevations, crawl space door elevations, and spot elevations at the lowest adjacent grade to the permanent structure;

6. Locations of other physical features which may be affected by construction of possible alternatives including walkways and driveways (type), fences (type, height/material), walls (type), signs, planters, sheds, brick or stone mailboxes, rock outcroppings, etc.;
 7. Locations, species and size of trees greater than twelve (12) inches diameter breast height (DBH);
 8. Locations of property irons to the extent necessary for purposes of producing easement plats and legal descriptions of the proposed easements.
- B. Conduct a topographic field survey and produce a topographic map depicting 1-foot contour intervals. Vertical accuracy of the topographic map will be 0.5 foot.
 - C. Identify a minimum of one (1) permanent benchmark within the project area.
 - D. Provide necessary office computations and CADD production for the services outlined above. See Task IV.
 - E. Provide description, book, and page number of the official registry of properties affected by the Project, including current property owner name(s), tax parcel identification number, street address, existing property acquisitions, rights-of-way, and existing recorded easements associated with the Project from the Register of Deeds.

Task III – Establish Right of Way & Property Lines

Perform property line reconnaissance and locate existing property corners in order to resolve the existing right of way and required property lines utilizing existing maps and deeds within the designated areas of interest. We will perform required courthouse and online research for the needed maps and documentation for up to nine (9) parcels within the project area for establishing disturbance for the project only. A boundary survey will not be performed.

Task IV – Mapping & Drafting

Provide an overall planimetric project drawing of all locations surveyed both horizontal and vertical will be delivered on a Civil 3D platform. This drawing will include all survey points collected. Once all topographic field data has been collected, a topographical survey map will be prepared. A preliminary map will be sent to the OWNER for review. Once all comments have been received and addressed, the deliverable will be that will comply with the requirements for a planimetric survey to the accuracy of a Class A and Vertical accuracy to the Class E(a) survey as detailed in the Standards of Practice Manual for Surveying in South Carolina effective 06/26/2009. Final map will note the required permanent benchmark. Two AutoCAD files will be delivered, one with line work and blocks at elevation 0 and another with all the topography/survey shots, including points surface and text points file.

Task V – Professional Land Surveyor Review and Certification

Provide review of all work performed on this project under the responsible charge of the Project Manager.

Task VI – Subsurface Utility Designations

Provide subsurface utility designations of all utilities within the designated area of interest in accordance with the standards as set forth by the American Society of Civil Engineers (ASCE) in publication CI/ASCE 38-02 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.

Task VII – Project Management

Perform project management and administration activities throughout the life of the project, including the following:

- A. Evaluate and coordinate the activities associated with efficient execution of the project including project development and scoping;
- B. Coordinate and oversee all project activity on a regular basis related to all administrative and technical aspects of the project. In particular, the Project Manager will supervise and direct all staff related technical components of the project including design, construction document preparation, specification development, etc. In addition, the Project Manager will provide ongoing QA/QC of each of the tasks associated with the project according to the project specific QA/QC plan. This will include verification of technical review at key stages of the project, coordination of the independent project quality control reviews to access conformance to project scope, design criteria, as well as the project budget and schedule;
- C. Provide project tracking as follows:
 - 1. Prepare monthly invoices for its services in format acceptable to OWNER.
 - 2. Maintain a project cost accounting system throughout the life of the Project.
- D. Procure subconsultants as necessary for the various disciplines associated with this project. Subconsultants shall provide technical oversight, review applicable submittals, and conduct inspections of the Work as needed. The following subconsultants are anticipated to be utilized on this project:
 - 1. Surveying – To conduct field survey and mapping, as necessary depending upon conditions and requirements for the project area.
 - 2. Subsurface Utility Engineering (SUE) – SUE will be conducted, as needed, in accordance with publication ASCE 38-02 Standard Guidelines for Collection and Depiction of Existing Subsurface Utility Data.

2. COMPENSATION. The total Contract lump sum is increased from \$38,500.00 to \$56,000.00.

All other terms of the Contract remain unchanged.

OWNER:

RICHLAND COUNTY

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

W.K. DICKSON & CO., INC.

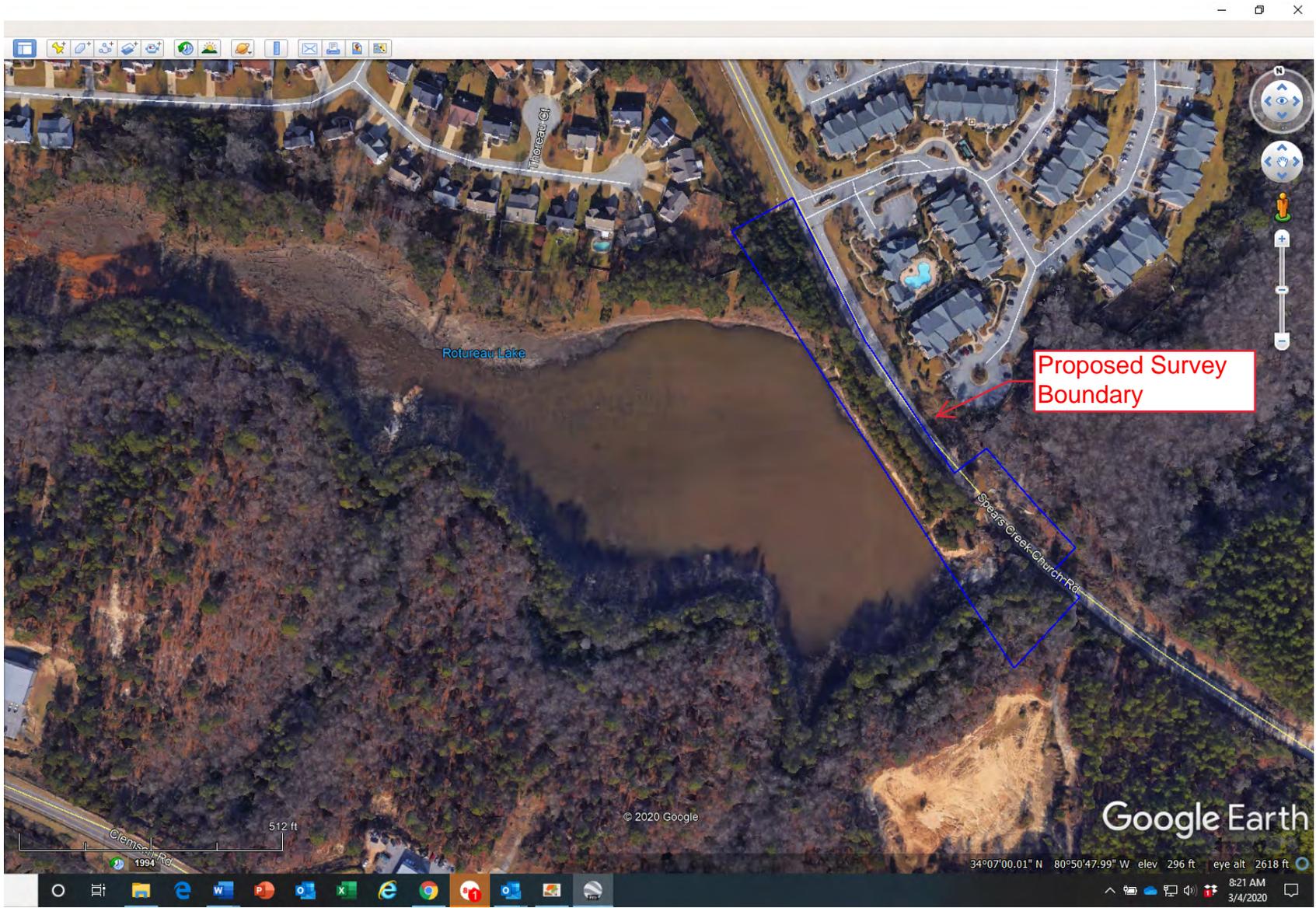
By:  _____

Name: Brian L. Tripp, PE, BCEE

Title: Vice President

Date: 3/4/20

Exhibit A





2020 Hampton Street • Room 3063A
 P.O. Box 192 • Columbia, SC 29202
 (803) 576-2083

Minutes
February 10, 2020

Attendance:

Commissioner	District	Present
Charles Weber	1	Yes
Tim McSwain	2	Yes
Sam Holland	3	Yes
Vacant	4	--
Buddy Atkins	5	Yes
John Grego	6	Yes
Robert Squirewell	7	Yes
Carol Kososki	8	Yes
Jim Thomas	9	No
Vacant	10	--
Gail Rodriguez	11	Yes

Staff & Visitors	Affiliation
Quinton Epps	Conservation Division
Nancy Stone-Collum	Conservation Division
Charlie Fisher	Conservation Division
John Worrell	Columbia Rowing Club Member
Brett Niermeier	USC Student

Call to Order

Chair Carol Kososki welcomed everyone and called the meeting to order with a quorum at 3:35pm. Introductions of visitors, members and staff were made.

Approval of Agenda

Charles Weber made a motion to approve the agenda and was seconded by Robert Squirewell. Motion carried.

Approval of Minutes

Charles moved to approve the minutes of January 13, 2020 and was seconded by Tim McSwain. Motion carried.

Report of the Chair

Carol gave an overview of the meetings and letters that have taken place since the RCCC January 13th meeting regarding the proposed re-organization of the Administrative Assistant position. In response to a request from Carol to meet with Administration, RCCC members Robert Squirewell, Carol Kososki, and Buddy Atkins met with the County Administrator Leonardo Brown, Assistant County Administrator Ashley Powell, Director of Community Planning & Development (CP&D) Clayton Voignier, RCCC Liaison Councilman Chip Jackson, Council Chairman Paul Livingston, and Richland Soil & Water Conservation District (RSWCD) Chairman, Kenny Mullis on January 21st. During the meeting

the discussion focused on concerns over the perceived benefits of creating an administrative pool within the CP&D and the negative impacts to the Conservation Division. Robert explained when an employee with specialized knowledge and skills, like Charlie, is moved into a pool, the position becomes diluted and loss of efficiency and delays occur. Clayton said that Charlie Fisher's job description matched other admin assistants but Robert argued the others would take considerable training to deal with Charlie's unique administrative and non-administrative RSWCD responsibilities. Carol pointed out the loss of efficiency and capacity to the Conservation Division. Buddy stated Mr. Brown said he was unaware of the CP&D proposal prior to the meeting. He will discuss the matter with his staff and respond to RCCC and RSWCD on the operational changes proposed.

Following the meeting, Kenny Mullis sent a letter (copy on file) January 26 to Misters Brown, Jackson, and Livingston to clarify the unique duties of District employees with a list of questions and concerns. Since, no response has been received from Administration, Carol drafted a letter requesting an update on the meeting. Charles moved, seconded by John Grego to send the letter which was approved unanimously. Gail Rodriguez asked if any action had taken place on February 3rd, the date for implementation of the proposal, and the answer was no. It was understood to be deferred pending a response from Mr. Brown.

Charles Weber questioned whether the administrative position was properly classified. Buddy suggested the position is very much a hybrid and it may be better to look for a different job description rather than try to modify Charlie's current job classification and duties.

Carol read an email Clayton Voignier sent on February 6th stating "As a result of recent conversation, at the behest of RCCC, Administration is now engaged in an internal process where personnel and employment matters are concerned. This process is, for this purpose, specific to the Conservation Division of Community Planning and Development. Therefore, until this internal process is concluded and Administration authorizes my doing so, I am unable to speak to any such process. As such, the discussion of the Land Program Planner position will not be included in my report for the 2/10 meeting of RCCC." Charles had trouble interpreting the email since filling the vacant land program planner position is unrelated to the administrative assistant. Buddy asked Quinton about applications and Quinton replied he had provided his recommendations to Clayton. Robert suggested conveying a sense of urgency since Quinton has to spend considerable time at Pinewood Lake Park and Buddy will be filling in for him while Quinton is away at a conference. Due to the urgency to fill the position, Carol agreed to send a response under her name inquiring about the time line and why it is taking so long to hire the Land Program Planner.

Treasurer's Report

Robert met with Nancy and Quinton to go over the budget and gain a better understanding of the financial situation. Expenditures are in line with where they should be for this time of the year. John questioned why only a small portion of Professional Services was encumbered. Currently there is no contract for an attorney and very few projects are being executed. Asked about the annual payment for the purchase of the Upper Mill Creek property, Quinton replied the approximate \$100,000 is taken out at the beginning of the fiscal year.

Conservation Division Manager’s Report

Walden Pond Amendment

Quinton reported RCCC signed a contract with WK Dickson in July 2018 to prepare a feasibility study on whether the Walden Pond dam, breached during the 2015 flood, can be removed without causing flooding downstream. If that is possible the homeowners association is willing to deed the property to the county for a public park. The widening of the adjacent Spears Creek Church Road with Transportation Penny funds included the survey work needed for the hydrologic analysis for the feasibility study. Since work on the road has been stalled for over a year with no immediate plans to move forward, an amendment to the scope of work with WK Dickson to conduct the survey work is needed; otherwise, the study should be abandoned. The exact amount has not been received from the consultants but is estimated to cost between \$10,000 and \$20,000. John made a motion seconded by Buddy to amend the scope of work to add in survey work not to exceed \$20,000. Motion carried unanimously.

Columbia Rowing Club Contract

Mr. John Worrell, a founding member of the Columbia Rowing Club reported on damage done by the recent flooding on the Broad River. Tree limbs and debris litter the property even worse than during the 2015 flood. Several boats inside the boathouse were damaged. The dock was washed away for the second time in five years so consideration is being given to alternative access options. The Club provides low-cost water recreational opportunities in Richland County, UofSC uses their equipment and dock, and the Club offers a high school youth program. Mr. Worrell expressed pleasure to be under the aegis of RCCC and how helpful it is to work with Quinton. Because the operating agreement with Richland County expires April 7, 2020, Buddy moved to recommend Council approve an extension of the Club’s contract for an additional five years. Charles seconded the motion which passed unanimously.

Fairfield Waste Water Treatment Plant

The proposed regional wastewater treatment plant would be permitted to discharge 2 to 4 million gallons per day into Big Cedar Creek just above the Fairfield County line. Big Cedar Creek flows into Richland County on its way to the Broad River. The wastewater will be treated to the highest standard but Richland County downstream landowners remain concerned. A new modern treatment plant is needed to replace two aging plants, provide for future growth, and service a proposed mega-industrial site. DHEC will not allow the wastewater to be discharged to the Wateree River. Most Richland County residents do not realize wastewater is discharged now into the creek.

Legal Contract Status

One application was received and deemed not qualified. Procurement will re-issue the Request for Qualifications with changes in the scope of work provided by Quinton and Nancy. The Legal Department has deferred to RCCC on selection of a contract attorney consistent with the normal procurement process.

Conservation Coordination Report

Grant Update

Four Community Conservation and twelve Historic Preservation grant applications were received.

Nancy will email Committee members details on how to access and score the grant applications and a time will be established to hear presentations. Everyone was referred to their copy of an up-to-date spending report for current grants.

MacGregor Property

In 2007 a 71-acre tract of land was donated to the county by a separate LLC of the Mungo Company for use as a public golf course. The former owner of the property is now stating, in the event the property was not used as a golf course, it was to revert back to the original owner. Letters exist between Milton Pope, the County Administrator at the time, and the property owner regarding this condition; however the deed has no reversionary clause and stipulates the land “shall be used only as a public golf course and related facilities or a natural green space for passive, non-consumptive, recreational uses.” In 2008 a feasibility study was done and determined there was no capacity for a golf course in this area and the highest and best use was residential. RCCC assumed management of this property when the adjacent Cabin Branch tracts were acquired in 2014. The Forestry Stewardship Plan completed last summer by the RCCC addresses recommended uses for this property. Quinton will email and advise Administration the property is being maintained as a passive recreational property consistent with the Lower Richland Tourism Plan and the deed.

Buddy made a motion seconded by Tim to extend the meeting an additional 15 minutes. Motion carried.

Timberlane Drive Tree Planting/Tree Canopy Grant

Quinton and Nancy met with Richland County GIS and the Green Infrastructure Center staff to determine where the Tree Canopy grant should focus. The decision was made to study the northwest part of the county south of the Broad River down to the confluence with the Saluda River. In the early stage, most of the work is data gathering and GIS analysis.

Quinton, Nancy and a forester recently visited the Timberlane and Glenhaven roads close to Gills Creek that were so badly flooded to determine where and what kind of trees can be planted. The forester recommended hiring another forester to do a planting plan. Several sources of funding are available for planting trees. Nancy will attend a Tree Keeper Workshop later in the week.

Other

Buddy reported Richland Soil and Water Conservation District received the National Association of Conservation Districts 2020 Urban Agriculture Conservation Grant Initiative they applied for. This project will enhance and build additional pollinator habitats at Pinewood Lake Park for use as a demonstration garden and to facilitate pollinator workshops for the community.

The meeting was adjourned at 5:17 pm.

Respectfully submitted,
Charlie Fisher



Agenda Briefing

Prepared by: Ashiya Myers, Assistant to the County Administrator

Department: Administration

Date Prepared: May 06, 2020

Meeting Date: May 21, 2020

Legal Review Elizabeth McLean via email

Date: May 13, 2020

Budget Review James Hayes via email

Date: May 12, 2020

Finance Review Stacey Hamm via email

Date: May 13, 2020

Risk Management Review: Brittney Hoyle via email

Date: May 12, 2020

Sheriff's Department Review Deputy Chief Chris Cowan via email

Date: May 13, 2020

Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM
------------------------------------	----------------------	--------------------------

Committee Administration and Finance

Subject: Columbia Area Mental Health Lease Agreement Renewal - 2000 Hampton St

Recommended Action:

As this request was generated by an outside agency, staff takes a neutral position as to renewal of the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St.

Motion Requested:

1. Move to renew the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St; or
2. Move not to renew the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St.

Request for Council Reconsideration: Yes

Fiscal Impact:

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic. The addition of five (5) Sheriff's deputies is a potential additional fiscal impact unless, as per recommendation of the Office of Budget and Grants Management and the Sheriff's Department, the SCDMH covers the associated costs relative thereto.

Motion of Origin:

There is no associated Council motion of origin. Staff is moving this item forward at the request of the South Carolina Department of Mental Health.

Council Member	
Meeting	
Date	

Discussion:

In 2015, the South Carolina Department of Mental Health (SCDMH) requested to temporarily locate their Adult Clinic Services in the Richland County Health Building located at 2000 Hampton Street. The request was made after one of their three leases fell through shortly before they were due to relocate from their Bull Street location. Richland County Council approved the temporary space provision during their Regular Session meeting on September 15, 2015. Richland County is not statutorily required to provide office space for SCDMH.

The lease agreement entered on September 15, 2015 expires this year. The term of the agreement began on October 01, 2015 and ended on September 30, 2016; however, it was automatically renewed for four consecutive one year terms unless either party provided a ninety (90) day written notice prior to the expiration of any term.

Should Council decide to forego lease renewal, the space could be utilized to resolve significant space needs for County departments. Some departments in the Administration Building have as many as four employees per office. Others share small, common areas. The COVID-19 pandemic further complicates the issue of employees working in tight quarters with no separation. Additionally, space is needed for the County Health Occupational Wellness (HOW) Center which has been planned and initially funded for more than two years. The space leased by SCDMH is adjacent to office space currently in use by County departments. Utilizing the space would allow the HOW Center project to move forward.

Additionally, per the Sheriff’s Department (RCSD), the SCDMH employs 102 certified law enforcement with statewide jurisdiction; however, they place requirements on to local law enforcement that they are adequately staffed for and have the authority to achieve. RCSD asks that if Council approves the lease renewal that SCDMH be responsible for providing security for their staff and clients or pay the County to staff deputy sheriffs at the facility. This would require a minimum of five (5) additional staff to comply with industry standards.

Attachments:

1. South Carolina Department of Mental Health Correspondence dated July 10, 2015
2. September 15, 2015 County Council Agenda Backup Documentation
3. September 15, 2015 County Council Minutes
4. Current Lease Agreement



State of South Carolina Department of Mental Health

MENTAL HEALTH COMMISSION:

Alison Y. Evans, PsyD, Chair
Joan Moore, Vice Chair
Beverly Cardwell
Jane B. Jones
Everard Rutledge, PhD
J. Buxton Terry
Sharon L. Wilson

July 10, 2015

**Columbia Area
Mental Health Center**

P.O. Box 4440
2715 Colonial Drive
Columbia, SC 29203
Information: (803) 898-4800
Robert L. Bank, M.D., Executive Director

STATE DIRECTOR

John H. Magill

Mr. Torrey Rush, Chairman
Richland County Council
2020 Hampton Street/P.O. Box 192
Columbia, SC 29202

Dear Mr. Rush,

I am writing this letter to you to request the use of approximately 7,500 square feet of vacant office space that was previously used by the Health Department on the third floor of the Richland County Government building on Hampton Street.

As you may be aware, the Bull Street Project Development continues to move forward. At the present time, Columbia Area Mental Health Center (CAMHC) occupies three cottages on the Bull Street Campus. We have been working diligently to relocate these programs for some time and have been successful in securing two locations with new or amended leases. Our third lease/location however, fell through recently leaving us about 7,500 square feet short of completely moving all of our programs.

With the deadline of October 31st rapidly approaching, all CAMHC programs must be relocated off of the Bull Street Property. The Center Board and Administration have been looking at every option available and come to the County Council requesting the opportunity to temporarily locate our Adult Clinic Services in the vacated Health Department Space on the third floor. We understand that CAMHC would be responsible for any upgrades that would be required for us to move in and any work to be done would have to be pre-approved by the County Administrator. If given approval, we would be glad to work with the County Administrator on defining a lease term.

Thank you for your consideration of this request and appreciate the continued support you actively give to our Center.

Sincerely,

John Hays
Chair, Board of Directors, CAMHC

Robert L. Bank, MD
Executive Director, CAMHC

cc: Tony McDonald, Richland County Administrator
Greg Pearce, Liaison to Columbia Area Mental Health Center

MISSION STATEMENT

To support the recovery of people with mental illnesses.



Richland County Council Request of Action

Subject:

An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871± sq. ft. of space at 2000 Hampton Street, Third Floor

FIRST READING: July 21, 2015

SECOND READING: July 28, 2015

THIRD READING:

PUBLIC HEARING:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____ -15HR

AN ORDINANCE AUTHORIZING A LEASE TO COLUMBIA AREA MENTAL HEALTH CENTER, A DIVISION OF THE SC DEPARTMENT OF MENTAL HEALTH, FOR 8,871± SQ. FT. OF SPACE AT 2000 HAMPTON STREET, THIRD FLOOR.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to lease 8,871± sq. ft. of space on the 3rd Floor of 2000 Hampton Street to COLUMBIA AREA MENTAL HEALTH CENTER, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

SECTION III. Conflicting Ordinances. 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 from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
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:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(2000 Hampton Street – 3rd Floor)
(Columbia Area Mental Health)

This Lease Agreement entered into on this the _____ day of September, 2015, is by and between Columbia Area Mental Health Center (a division of the SC Department of Mental Health (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 8,871± sq. ft. of such Property to the Lessee for use as Adult Clinic Services; and

WHEREAS, the Lessee desires to lease property from the County for temporary relocation of the Columbia Area Mental Health Center; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 8,871± square feet of space on the 3rd Floor of the Property, as is further described on Exhibit A, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as Mental Health Clinic for Adult Services (the “Center”), which shall serve Richland County residents.

3. Term. The term of this Agreement shall begin October 1, 2015, and end at 11:59 P.M. on September 30, 2016, unless otherwise terminated under the provisions provided below.

This Lease Agreement shall automatically renew on the same terms and conditions as stated

herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall pay to County as rent _____/month. Said rental shall be payable monthly in advance. Said rent shall be considered delinquent if not received by the tenth (10th) day of the month.

5. Transition to Leased Premises. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term.

The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste or sharps waste, which shall be the sole responsibility of the Lessee), vacuuming and damp moping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Center and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs and liability of the Center shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Center may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Center employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss. Each party's policy shall contain a waiver of subrogation in favor of the other party, its officials, agents, temporary and leased workers and volunteers. Each party agrees to notify its insurer prior to policy inception of this waiver.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition, meaning that the County will not pay for or perform any improvements or modifications on the Leased Premises before Lessee takes possession. County and Lessee agree that for operation of the Center, Lessee requires certain improvements/modifications to the Leased Premises, which plans shall be pre-approved by the County Facilities Manager, and performed at Lessee's sole expense. The Lessee will obtain

written approval from the County Facilities Manager before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvements or modifications and shall utilize only Licensed and Bonded Architects, Engineers, and Contractors for the work. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any

court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessee, address to:

Stephen C. Hattrich, MHA
2715 Colonial Drive
PO Box 4440
Columbia, South Carolina 29240

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Clinic to enter into this contract with the County. (b) By signing this contract, the County certifies that, as of the date the County signed, the County is not on the then current version of

the Iran Divestment Act List. (c) The County must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, the County is added to the Iran Divestment Act List. [02-2A077-1]. The Iran Divestment Act Certification is attached as an exhibit to this Agreement and is incorporated herein by reference.

17. OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

a. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1].

b. The Open Trade Representation is attached as an exhibit to this Agreement and is incorporated herein by reference.

18. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

19. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency, Business Associate (as defined by HIPAA), or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

COLUMBIA AREA MENTAL HEALTH

By: _____

Name: _____

Its: _____

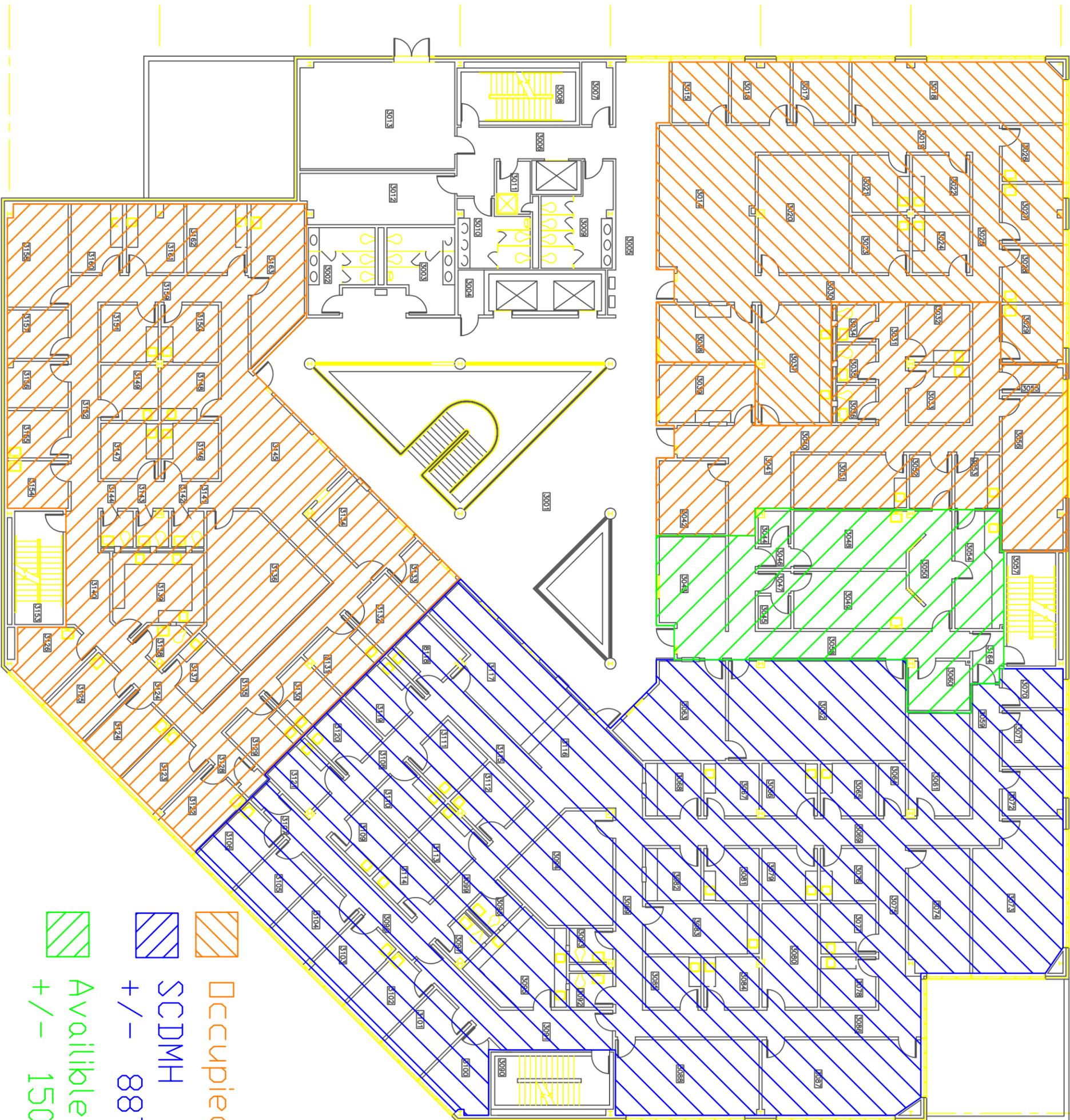
Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: _____

Its: _____



-  Occupied Space
-  SCDMH Space
+/- 8871 SQ. FT
-  Available Space
+/- 1509 SQ. FT

**IRAN DIVESTMENT ACT OF 2014
(S.C. Code ANN §§ 11-57-10, et seq.)**

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov//PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov//PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature)	State Vendor No.
Printed Name and Title of Person Signing	Date Executed

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

<i>Vendor Name (Printed)</i>	<i>State Vendor No.</i>
<i>By (Authorized Signature)</i>	<i>Date Executed</i>
<i>Printed Name and Title of Person Signing</i>	<i>[Not used]</i>

Richland County Council
Regular Session
Tuesday, September 15, 2015
Page Four

THIRD READING ITEMS

An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure – Mr. McDonald stated the ordinance language needed to be amended to as follows: “...not to exceed \$8,000,000 General Obligation Bonds...”

Mr. Jackson moved, seconded by Ms. Dixon, to approve this item as amended.

- | <u>FOR</u> | <u>AGAINST</u> |
|-------------------|-----------------------|
| Dixon | |
| Malinowski | |
| Rose | |
| Jackson | |
| Pearce | |
| Rush | |
| Livingston | |
| Dickerson | |
| Washington | |
| Manning | |
| Jeter | |

The vote in favor was unanimous.

Mr. Jackson moved, seconded by Ms. Dixon, to reconsider this item.

- | <u>FOR</u> | <u>AGAINST</u> |
|-------------------|-----------------------|
| | Dixon |
| | Malinowski |
| | Rose |
| | Jackson |
| | Pearce |
| | Rush |
| | Livingston |
| | Dickerson |
| | Washington |
| | Manning |
| | Jeter |

The motion for reconsideration failed.

An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871 ± sq. ft. of space at 2000 Hampton Street, Third Floor -
Mr. Pearce moved, seconded by Mr. Jackson, to approve this item.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Jackson, to reconsider this item.

FOR

AGAINST

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion for reconsideration failed.

SECOND READING

An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A – Mr. Rose moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski requested staff to insure the Conservation Commission grant given to the prior organization interested in purchasing the Curtiss-Wright Hangar was either paid back to the County or the funding benefitted the County and/or Airport.

STATE OF SOUTH CAROLINA)	LEASE AGREEMENT
)	(2000 Hampton Street – 3rd Floor)
COUNTY OF RICHLAND)	(Columbia Area Mental Health)

This Lease Agreement entered into on this the 15th day of September, 2015, is by and between Columbia Area Mental Health Center (a division of the SC Department of Mental Health (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 8,871± sq. ft. of such Property to the Lessee for use as Adult Clinic Services; and

WHEREAS, the Lessee desires to lease property from the County for temporary relocation of the Columbia Area Mental Health Center; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

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2. Purpose of Lease. The Lessee shall use the Leased Premises as Mental Health Clinic for Adult Services (the “Center”), which shall serve Richland County residents.

3. Term. The term of this Agreement shall begin October 1, 2015, and end at 11:59 P.M. on September 30, 2016, unless otherwise terminated under the provisions provided below.

This Lease Agreement shall automatically renew on the same terms and conditions as stated

herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall pay to County as rent \$0/month. In lieu of a monetary payment, consideration for this Lease shall be Lessee's continued use of the Leased Premises to serve the citizens of Richland County.

5. Transition to Leased Premises. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

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Columbia, South Carolina 29202

2. If to Lessee, address to:

Stephen C. Hattrich, MHA
2715 Colonial Drive
PO Box 4440
Columbia, South Carolina 29240

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the Iran Divestment Act List. (c) The County must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, the County is added to the Iran Divestment Act List. [02-2A077-1]. The Iran Divestment Act Certification is attached as an exhibit to this Agreement and is incorporated herein by reference.

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a. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1].

b. The Open Trade Representation is attached as an exhibit to this Agreement and is incorporated herein by reference.

18. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

19. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency, Business Associate (as defined by HIPAA), or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

Steph C. Hitt
Yerouca J. Hitt

COLUMBIA AREA MENTAL HEALTH

By: Robert Bank MD
Name: ROBERT BANK MD
Its: Executive Director, CAMH

Witnesses as to Richland County:

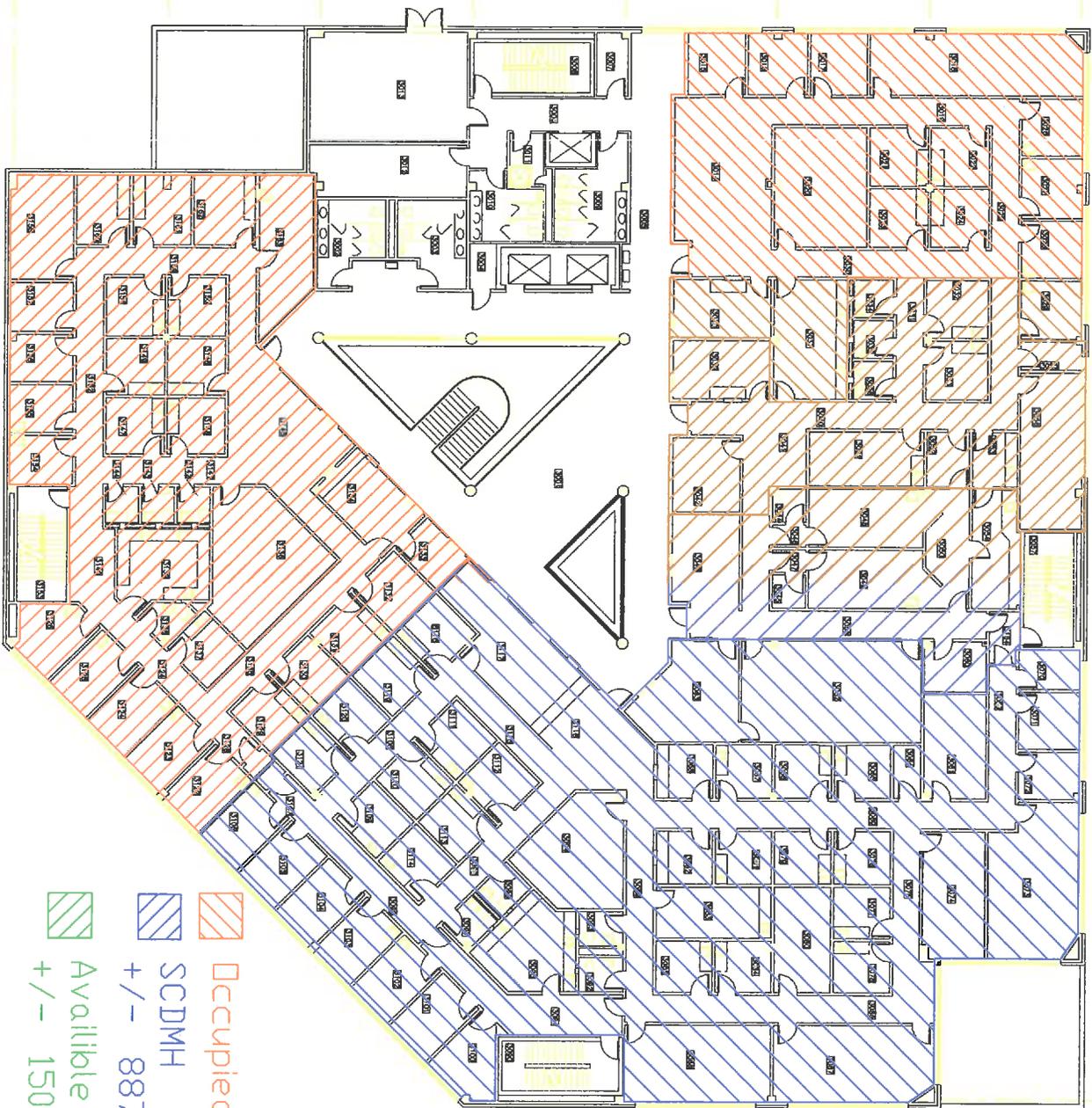
Praxanne M. Ancheta
Obhaya A. [Signature]

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: Tony McDonald
Name: Tony McDonald
Its: County Administrator

Richland County Attorney's Office

[Signature]
**Approved As To LEGAL Form Only,
No Opinion Rendered As To Content.**



- Occupied Space
- SCDMH Space
+/- 8871 SQ. FT
- Available Space
+/- 1509 SQ. FT

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

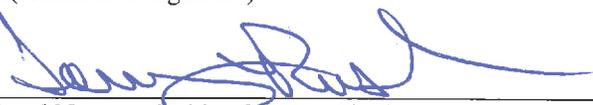
I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed) Richland County Gov't	State Vendor No.
By (Authorized Signature) 	Date Executed 9/15/2015
Printed Name and Title of Person Signing Torrey Rush, Council Chair	[Not used]

IRAN DIVESTMENT ACT OF 2014
(S.C. Code ANN §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov//PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov//PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed) <i>Richland County Gov't</i>	Taxpayer Identification No.
By (Authorized Signature) 	State Vendor No.
Printed Name and Title of Person Signing <i>Torrey Rush, Council Chair</i>	Date Executed <i>9/15/2015</i>



Agenda Briefing

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

Department: Public Works - Airport

Date Prepared: April 23, 2020

Meeting Date: May 21, 2020

Legal Review	Elizabeth McLean via email	Date:	May 13, 2020
Budget Review	James Hayes via email	Date:	May 11, 2020
Finance Review	Stacey Hamm via email	Date:	My 06, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee:	Administration and Finance		
Subject:	Federal Aviation Administration (FAA) CARES Grant Acceptance		

Recommended Action:

That County Council approve the acceptance of a grant from the Federal Aviation Administration (FAA) as part of the CARES Act (Coronavirus Aid, Relief, and Economic Security Act – HR 748, Public Law 116-136) in the amount of \$69,000 to be used for the purpose of augmenting potential revenue loss due to the impact of the COVID-19 Public Health Emergency at the Jim Hamilton – LB Owens Airport (CUB).

Motion Requested:

“I move that County Council approve the acceptance of a grant from the FAA as part of the CARES Act in the amount of \$69,000, when offered, to be used for the purpose of augmenting potential revenue loss due to the impact of the COVID-19 Public Health Emergency at the Jim Hamilton – LB Owens Airport (CUB).”

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no County match required for the expenditure of these funds. No budget transfer or budget amendment will be required.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

A provision of the CARES Act provides funding for public use airports of all sizes and classifications. Based on the Jim Hamilton – LB Owens Airport’s (CUB) classification as a General Aviation Reliever Airport, we are eligible for a grant of \$69,000. We have wide latitude regarding the use of these funds to include personnel, operations, maintenance, and utilities. The funds will need to be spent within four years of receipt of the grant. The FAA is awarding funds on an expedited basis and encourages Airport Sponsors to spend funds expeditiously as well. The grant has been applied for in accordance with the FAA requested deadline of April 27, 2020, but not yet offered.

Attachments:

Discussion:

The Pontiac Magistrate's Office has not had a rent increase since 2008. The attorney representing the landlord, Pioneer Land Company, has contacted Pontiac about the need to increase rent. The landlord has given Pontiac the notice to renegotiate the contract. The attorney has also provided the following reasons for the increase in rent:

Our Client is Pioneer Land Company, LP, which is the owner of the property. My client wishes to enter into a new lease agreement which increases the rent to \$3,500 per month, effective with the March 1, 2020, term. There are many reasons for the rent increase from \$2,500 per month to \$3,500 per month. Some, but not all of the reasons, are listed as follows:

1. There has not been a change in the rent since 2008.
2. There has been a substantial increase in the annual property taxes over the last few years.
3. There has been a substantial increase in the insurance premiums effecting the property.
4. There has been an increase in the cost of providing water over the years.

The landlord and Randy Pruitt have also worked together to address issues in upkeep with the Pontiac Office.

Fair Market Value

The current cost of Pontiac is \$10 square foot per year

- ($\$2,500 \text{ monthly rent} \times 12 \text{ months} = \$30,000$. $\$30,000 \text{ divided by } 3,000 \text{ square feet} = \$10 \text{ per square foot per year.}$)

The landlord is asking for an increase to \$14 square foot per year

- ($\$3,500 \text{ monthly rent} \times 12 \text{ months} = \$42,000$. $\$42,000 \text{ divided by } 3,000 \text{ square feet} = \$14 \text{ per square foot per year.}$)

Similar commercial spaces appear to be between \$12 - \$20 per square foot per year. However, this does not factor in the unique setup that a courthouse requires (i.e., courtroom, reception area, payment booth, security, etc.)

Similar listings:

<https://www.loopnet.com/Listing/7-Technology-Cir-Columbia-SC/14840682/>

<https://www.loopnet.com/Listing/4611-Hard-Scrabble-Rd-Columbia-SC/13618582/>

<https://www.loopnet.com/Listing/6941-N-Trenholm-Rd-Columbia-SC/13440087/>

<https://www.loopnet.com/Listing/2711-Middleburg-Dr-Columbia-SC/13628872/>

<https://www.loopnet.com/Listing/101-Business-Park-Columbia-SC/14231098/>

If the lease were to fall through, the Pontiac Magistrate would relocate its office to Central Court.

Attachments:

1. Supreme Court Order 1
2. Supreme Court Order 2

2011-03-21-41

The Supreme Court of South Carolina

RE: Disposition of Driving Under the Influence and Driving with an Unlawful Alcohol Concentration Cases in the Richland County Magistrate Court

ORDER

I FIND THAT the prompt and efficient disposition of driving under the influence (DUI) and driving with an unlawful alcohol concentration (DUAC) cases in the magistrate requires that cases, jury and non-jury, be called for trial.

I FURTHER FIND THAT as of March 18, 2011, there were 12,546 pending criminal cases, to include traffic, pending in the Magistrates Courts of Richland County. Of those pending criminal cases, eight-hundred forty-eight (848) are DUI and DUAC cases and have been pending in the Magistrate Courts of Richland County for more than sixty (60) days in regards to non-jury cases, and for more than one-hundred twenty (120) days in regards to jury cases. Therefore, the Magistrates of Richland County may be in non-compliance with the Order of the Chief Justice dated February 14, 2011.

I FURTHER FIND THAT the Chief Summary Court Judge for Administrative Purposes is empowered, by Order of the Chief Justice dated December 30, 2010, to set terms of criminal court when such terms are necessary for the disposition of cases within the jurisdiction of the magistrate court, and to assign cases to any magistrate of the county. Now, therefore,

IT IS ORDERED that the Chief Summary Court Judge for Administrative Purposes, who is empowered to set terms of court and assign cases to any magistrate in the county, shall set for trial or cause to be set for trial by the magistrates in Richland County, the DUI and DUAC cases set forth on the original list to this Order and made a part hereof, within one-hundred twenty (120) days of the date of this Order. No case shall be continued except for good and sufficient cause set forth in writing and approved by the Chief Summary Court Judge for Administrative Purposes of Richland County.

IT IS FURTHER ORDERED that the Chief Summary Court Judge for Administrative Purposes of Richland County shall forward to the Office of South Carolina Court Administration a report showing compliance or

substantial compliance with the provisions of this Order within one-hundred twenty-five (125) days of the date of this Order.

s/Jean Hofer Toal
The Honorable Jean Hofer Toal
Chief Justice

March 21, 2011
Columbia, South Carolina

* Updated as of May 20, 2011. Updated list includes new cases filed after the issuance of orders and lists dated March 21, 2011.

2011-02-14-02

The Supreme Court of South Carolina

RE: Disposition of Civil Magistrate Court Cases

ORDER

The judges of the magistrate courts of South Carolina being a part of the statewide unified judicial system, and pursuant to the provisions of Article V, Section 4, South Carolina Constitution,

IT IS ORDERED that each magistrate of this State shall try or otherwise dispose of all non-jury civil cases within ninety (90) days of the date on which the complaint or other pleading initiating the action was filed, in the absence of good cause shown to the court.

IT IS FURTHER ORDERED that each magistrate of this State shall try or otherwise dispose of all civil cases in which a jury trial has been requested within one-hundred twenty (120) days of the date on which the complaint or other pleading initiating the action was filed, in the absence of good cause shown to the court.

IT IS FURTHER ORDERED that magistrates shall report, upon request, to the Office of South Carolina Court Administration the reason that any civil cases have not been tried or otherwise disposed within the time limits prescribed in this Order. The provisions of this Order in and of itself raise no substantive rights or defenses to parties involved in magistrate court civil cases.

This Order revokes and replaces the previous Order of the Chief Justice dated June 26, 1980, addressing the timely disposition of civil magistrate court cases. The provisions of this Order are effective immediately and remain in effect unless amended or revoked by subsequent Order of the Chief Justice.

s/Jean Hoefler Toal
Jean Hoefler Toal
Chief Justice

February 14, 2011
Columbia, SC

Discussion:

The current structure is a small brick, single-level office area remaining from the original church building, which constitutes the main structure, with a small side addition attached. The side addition was not part of the main structure of the original church building. The owners have demolished the congregation portion of the church as evidenced in photos taken from March 11, 2020, and have recently boarded up the front of the remaining structure to prevent frontal access to the inside as evidenced in photos taken from April 20, 2020. The boarding of the structure was completed without applying or receiving a 180-day boarding permit. The structure is not listed on the National Register of Historic Places or the Statewide Survey of Historic Properties managed by the SC State Historic Preservation Office (SHPO).

As of March 15, 2018, the remaining portion of the main church structure at 1220 Tolliver St. has been identified as an unsafe structure under the International Property Maintenance Code (IPMC), which has been incorporated by reference pursuant to County Ordinance Chapter 6, Article 10. Section 108.1 of the IPMC states that, "An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible." Per the property's Demolition Evaluation, the remaining portion of the main church structure has missing structural members, structure dilapidation, exposure, and cosmetic damage.

In accordance with applicable items in Sections 106, 107, 108 and 110 of the IPMC referenced below, Property Maintenance staff issued four (4) communication letters – two Notices of Violation and two Orders of Abatement. The effect of the Orders of Abatement was that the structure would be evaluated and scored for demolition and ranked with other unsafe structures on the Property Maintenance Priority Demolition List. Currently, the structure has a score of 15 on the Demolition Evaluation, which ranks it low on the list. For this fiscal year, only structures that score 20 or above are bid out for demolition based on ranking and availability of funds. Thus, the structure is not under active demolition by the County. As with other unsafe structures with unabated violations on the Property Maintenance Priority Demolition List that are not under active demolition by the County, the property owners will continue to receive Notices of Violation every 90 days while the structure remains on this list and moves up in priority as long as the violations remain unabated.

The property owners were given 30 days to comply with violation and abatement letters sent to them via certified mail. The property owners have not complied with the violation and abatement letters. To comply, and thus abate the violations, the property owners must prepare a Property Maintenance Abatement Agreement Request, have it notarized, and turn it into the Property Maintenance Office for approval in accordance with the steps below. At any point during these steps, Property Maintenance staff are available to meet with the property owners.

1. Complete a notarized Property Maintenance Abatement Agreement Request. The request must include:
 - a. Soffit repair to the structure

- b. A structural engineer's finding that the brick structure can remain in place with any corrections, if applicable, that they prescribe
 - c. A timeline for bringing the structure into compliance with applicable building codes
 2. Fax or email the request to the Property Maintenance Office. Once Property Maintenance staff has received and agreed with the request, staff will suspend the Property Maintenance case on the structure and temporarily remove the structure from the Property Maintenance Priority Demolition List. Following these first two steps ensures that the violations are abated while safeguarding the portions of the remaining structure that are structurally sound.
 3. Hire a licensed general contractor to pull a building permit and provide plans for the repairs on the structure. If the property owners elect to demolish the property, then a demolition permit would be pulled.
 4. Complete the plans by the expiration date on the permit, which is 180 days.

Once all of the above steps have been completed, Property Maintenance staff will close the case and permanently remove the structure from the Property Maintenance Priority Demolition List.

If County Council desires to proceed with the original motion in lieu of staff's recommendation, it should be noted that the County must take ownership of the property in order to use public funds to establish a community center and playground area on the site. According to the Assessor's Office records from the 2019 reassessment, the property maintains a market value of \$91,400. However, since the property is tax-exempt due to its designation as a church building, the Assessor's Office monitors this property on an infrequent basis for potential valuation changes based on improvements or deferred maintenance as it is non-revenue-generating property. In order to obtain a more accurate market value for the property, the County would need to obtain an independent appraisal or an appraiser from the Assessor's Office would need to re-inspect the property for dimensions of improvements or effects of deferred maintenance.

Below are applicable items in Sections of the IPMC as referenced above:

106.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 107.

107.1 Notice to person responsible. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.3 Notice. Whenever the *code official* has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner*, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.6 Abatement methods. The *owner*, owner's authorized agent, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair,

110.1 General. The *code official* shall order the *owner* or owner's authorized agent of any *premises* upon which is located any structure, which in the *code official's* or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair

and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

Attachments:

1. Photos of the structure dated March 11, 2020 and April 20, 2020
2. Demolition Evaluation
3. Notice of Violation – March 15, 2018
4. Order of Abatement – April 23, 2019
5. Order of Abatement – September 4, 2019
6. Notice of Violation – January 30, 2020
7. Standard Property Maintenance Abatement Agreement Template



1220 Tolliver Street
Mar 11, 2020, 8:24 AM



1220 Tolliver Street
Apr 20, 2020, 11:59 AM



1220 Tolliver Street
Apr 20, 2020, 11:59 AM



1220 Tolliver Street
Apr 20, 2020, 12:00 PM



1220 Tolliver Street
Apr 20, 2020, 12:01 PM



1220 Tolliver Street
Apr 20, 2020, 12:01 PM

15

Case Location: 1220 Tolliver St.

Total Points Accumulated

Evaluated Areas

1. Structural Members	<input checked="" type="checkbox"/> Missing Structural Members (Roof, walls, floors)	<input type="checkbox"/> Failing Structure Members (Roof, walls, floors)	<input type="checkbox"/> Damaged Structural Members (Roof, walls & floors)
2. Population Density Close to the Structure	<input checked="" type="checkbox"/> High Density (Immediate area or high population)	<input type="checkbox"/> Moderate Density (Moderately close area or Medium population)	<input type="checkbox"/> Low Density (Not immediately close to population/Low density)
3. Structure Dilapidation	<input type="checkbox"/> Very Dilapidated (High concern for structural members)	<input checked="" type="checkbox"/> Moderate Dilapidation (Not currently being affected)	<input type="checkbox"/> Minimal Dilapidation (Low damage and concern)
4. Structure Secured	<input type="checkbox"/> Not Secured (Full access)	<input type="checkbox"/> Partially Secured (Access restricted)	<input checked="" type="checkbox"/> Fully Secured (Unable to access)
5. Exposure to the Elements	<input type="checkbox"/> Fully Exposed (Roof)	<input checked="" type="checkbox"/> Partially Exposed (Open windows/doors)	<input type="checkbox"/> Not Exposed (Interior of the house is not exposed to the weather)
6. Age of the Case	<input type="checkbox"/> Over 5 years (High priority)	<input checked="" type="checkbox"/> Over 2 Years (Moderate priority)	<input type="checkbox"/> Within 1 year (Low priority)
7. Cosmetic Damage	<input type="checkbox"/> High Damage (Siding, soffit & structure damage)	<input checked="" type="checkbox"/> Moderate Damage (Minor decay)	<input type="checkbox"/> Low Damage (Paint)
Point System:	High Damage & Safety Concern (3)	Moderate Safety Concern (2)	Low Safety Concern (1)
Refer to the information sheet for Categories 1-7 standards.			

Property Maintenance Demolition Evaluation

Evaluated Areas Information Sheet

1. Structural Members

Missing Structural Members. The roof, walls, and floors are damaged so badly that they are either not present or were never built. This compromises the total integrity of the building.

Failing Structural Members. The roof, walls, and floor structural members are failing their design and putting the entire structures integrity at risk.

Structural Members Damaged. The roof, walls, and floors are damaged to the point that the structural integrity of the building has been compromised.

*A damaged structural members include broken, altered, or decay to the point that the member is failing its design purpose.

2. Population Density close to structure

High Population Density. There are citizens that are living immediately adjacent or close to the structure. The structure can also be in a high-density area such as a neighborhood, or on the side of a busy street.

Moderate Population Density. There are citizens that live relatively close to the structure and have access to it.

Low Population Density. The structure is located in the woods or in a rural area where access to the structure is not immediately available.

3. Structure Dilapidation

Very Dilapidated. The structure has dilapidation to the point that structural member's integrity is a high concern.

Moderately Dilapidated. The structures has dilapidation to structural members. The structural integrity of the structure is not currently being effected.

Low Dilapidated. The structures has minimal damage caused by dilapidation.

*Dilapidation is caused by decay in which part of the structures integrity declines due to weathering and the decomposition of structural members.

4. Structure Secured

Not Secured. The structure's windows and doors are open allowing free access to the structure.

Partially Secured. The structure has portions that are secured but there is still access to the structure.

Fully Secured. The structure has all openings closed off so that there is no access to the structure.

5. Exposure to the Elements

Fully Exposed. The structure is damaged to a point where all weathering effects can freely enter the structure.

Partially Exposed. The structure is exposed to the weather through windows, doors, and other opening. This will allow damage to the immediate area.

Not Exposed. The structure does not have exposed openings.

6. Age of the Case

Over 5 years old. High priority for demolition.

Over 2 years old. Medium priority for demolition unless structural elements pose immediate danger to the public.

Within a year. Low priority for demolition unless structural elements pose immediate danger to the public.

7. Cosmetic Damage

High Cosmetic Damage. The damage will consist of portions of the structure falling off or needing replacing.

Moderate Cosmetic Damage. The damage will consist of minor decay of cosmetic portions of the building.

Low Cosmetic Damage. The damage will consist of minor building maintenance violations.



RICHLAND COUNTY GOVERNMENT

Community Planning & Development

NOTICE OF VIOLATION

March 15, 2018
VIA CERTIFIED MAIL
91 7199 9991 7036 4017 0521

Mount Calvary Baptist Church
1220 Tolliver Street
Columbia, SC 29201

REF: 1220 Tolliver Street
TMS #R13701-04-27

An inspection was performed at the abovementioned structure. The structure has been declared non-compliant with the International Property Maintenance Code (IPMC), which is in violation of Richland County Ordinance Section 6-182. A copy of the inspection report listing the violations is enclosed.

Therefore, pursuant to IPMC Section 107, you are hereby notified that you are required to comply with this ORDER by means of one of the options listed below and the requirements of the IPMC no later than **30 days from receipt of this notice**.

- I. Secure a permit from the Richland County Building Department to repair the structure. The permit shall be valid for a maximum of 180 days. At the end of the 180 days, the structure must be complete, have passed a final inspection and the surrounding property be free of debris and overgrown vegetation.

OR

- II. Secure a permit from the Richland County Building Department to demolish the structure in question, dispose of the resultant debris and insure that the surrounding property is free of any overgrown vegetation. A demolition permit shall be valid for a maximum of 30 days. If at the end of the 30-day permit validity, demolition and removal of the resultant debris is not accomplished by the permit holder, the Richland County Property Maintenance division will immediately proceed with the demolition of the structure, the cost of which shall be placed as a lien against the property on which the structure is located.

IPMC Section 107.6 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served, to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation has been

**2020 Hampton Street, Columbia, SC 29204
(803) 576-2197 Office * (803) 576-2120 Fax**

complied with, or until such owner shall first furnish the grantee, transferee, mortgage or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgage or lessee, acknowledging the receipt of such compliance order or notice of violation.

IPMC Section 111.1 provides in part that: Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board (Building Code Board of Appeals), provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served.

There is a \$26.33 application fee which shall be made payable to Richland County Treasurer. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

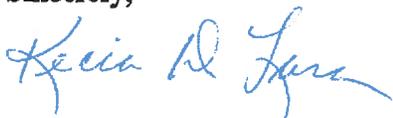
Failure to comply with this notice and order may result in further legal action and demolition of the subject property by Richland County without further notice. The demolition, removal and other mitigation costs necessitated by the failure to comply with the IPMC and any notices or orders issued pursuant thereto, shall be applied to the subject property in the form of a lien.

Any person, who shall violate any provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

You are entitled to an informal hearing with the Housing Official, Kecia Lara, within 10 days of receipt of this notice. You may set an appointment by calling (803) 576-2148.

If you have any questions, please contact Twila Jones at (803) 576-2155.

Sincerely,



Kecia D. Lara
Housing Official

Enclosure: Inspection sheet

KDL/alc

**2020 Hampton Street, Columbia, SC 29204
(803) 576-2197 Office * (803) 576-2120 Fax**



ORDER OF ABATEMENT

April 23, 2019
VIA Certified Mail
91 7199 9991 7038 9347 0522

Mount Calvary Baptist Church
1220 Tolliver Street
Columbia, SC 29201

REF: 1220 Tolliver Street
TMS #R13701-04-27

It appears that the deficiencies or violations of the International Property Maintenance Code (IPMC) in which you were informed of in a prior notice, remain uncorrected.

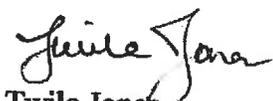
Notice of Violation, dated March 15, 2018

While it is not the intent to abate the structures through demolition or through the court system, the structures located at the above referenced address is unsafe and unfit for human occupancy in accordance with the IPMC Section 108.

Please be advised that if no corrective actions are taken within 7 days from receipt of this Notice, Property Maintenance will start demolition proceedings. **An Order to Execute Demolition will be prepared and the demolition, removal and other mitigation costs necessitated by the failure to comply with the IPMC and any notices or orders issued pursuant thereto, shall be applied to the subject property in the form of a lien.**

Any person, who shall violate any provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sincerely,


Twila Jones
Property Maintenance Inspector

TJ/alc

**RICHLAND COUNTY GOVERNMENT
COMMUNITY PLANNING & DEVELOPMENT**
2020 Hampton Street, Columbia, SC 29204
T 803-929-6000 | TDD 803-576-2045
richlandcountysc.gov



ORDER OF ABATEMENT

September 4, 2019
VIA Certified Mail
9489 0090 0027 6117 5657 42

Mount Calvary Baptist Church
1220 Tolliver Street
Columbia, SC 29201

REF: 1220 Tolliver Street
TMS #R13701-04-27

It appears that the deficiencies or violations of the International Property Maintenance Code (IPMC) in which you were informed of in a prior notice, remain uncorrected.

Notice of Violation, dated March 15, 2018
Order of Abatement, dated April 23, 2019

While it is not the intent to abate the structures through demolition or through the court system, the structures located at the above referenced address is unsafe and unfit for human occupancy in accordance with the IPMC Section 108.

Please be advised that if no corrective actions are taken within 7 days from receipt of this Notice, Property Maintenance will start demolition proceedings. **An Order to Execute Demolition will be prepared and the demolition, removal and other mitigation costs necessitated by the failure to comply with the IPMC and any notices or orders issued pursuant thereto, shall be applied to the subject property in the form of a lien.**

Any person, who shall violate any provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

If you have any questions, please contact Twila Jones at (803) 576-2155.

Sincerely,

Twila Jones
Twila Jones
Property Maintenance Inspector

TJ/alc

**RICHLAND COUNTY GOVERNMENT
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street, Columbia, SC 29204
T 803-929-6000 | TDD 803-576-2045
richlandcountysc.gov



NOTICE OF VIOLATION

January 30, 2020
VIA CERTIFIED MAIL
91 7199 9991 7039 6570 3824

Mount Calvary Baptist Church
1220 Tolliver Street
Columbia, SC 29201

REF: 1220 Tolliver Street
TMS #R13701-04-27

An inspection was performed at the abovementioned structure. The structure has been declared non-compliant with the International Property Maintenance Code (IPMC), which is in violation of Richland County Ordinance Section 6-182. A copy of the inspection report listing the violations is enclosed.

Therefore, pursuant to IPMC Section 107, you are hereby notified that you are required to comply with this ORDER by means of one of the options listed below and the requirements of the IPMC no later than **30 days from receipt of this notice**.

- I. Secure a permit from the Richland County Building Department to repair the structure. The permit shall be valid for a maximum of 180 days. At the end of the 180 days, the structure must be complete, have passed a final inspection and the surrounding property be free of debris and overgrown vegetation.

OR

- II. Secure a permit from the Richland County Building Department to demolish the structure in question, dispose of the resultant debris and insure that the surrounding property is free of any overgrown vegetation. A demolition permit shall be valid for a maximum of 30 days. If at the end of the 30-day permit validity, demolition and removal of the resultant debris is not accomplished by the permit holder, the Richland County Property Maintenance division will immediately proceed with the demolition of the structure, the cost of which shall be placed as a lien against the property on which the structure is located.

IPMC Section 107.6 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served, to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation has been complied with, or until such owner shall first furnish the grantee, transferee, mortgage or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation.

IPMC Section 111.1 provides in part that: Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board (Building Code Board of Appeals), provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served.

There is a \$26.33 application fee which shall be made payable to Richland County Treasurer. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Failure to comply with this notice and order may result in further legal action and demolition of the subject property by Richland County without further notice. The demolition, removal and other mitigation costs necessitated by the failure to comply with the IPMC and any notices or orders issued pursuant thereto, shall be applied to the subject property in the form of a lien.

Any person, who shall violate any provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

You are entitled to an informal hearing with the Housing Official, Caleb McBride, within 10 days of receipt of this notice. You may set an appointment by calling (803) 576-2148.

If you have any questions, please contact me at (803) 576-2153.

Sincerely,

Lindsey Smith
Property Maintenance Inspector

Enclosure: Inspection sheet

LS/alc





**RICHLAND COUNTY GOVERNMENT
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street, Columbia, SC 29204
T 803-929-6000 | TDD 803-576-2045
richlandcountysc.gov

Violation Abatement Agreement

Property Owner:

Address:

Date & Time:

Code Violations:

Code Violations will be listed in this area for the owners.

Owners Plans:

Owners outlines their timeline and measures to abate the violations.

Property Maintenance Comments:

PM Manager will approve or disapprove timeline, and verify measures are code compliant.
Necessary permit requirements will be explained to the owner.

Homeowner Print Name: _____ Signature: _____ Date: _____

Notary Information: _____

Property Maintenance Manager: _____

Note:

Failure to comply with this Abatement Agreement will result in further violation process action that will lead to legal action and demolition of the subject property by Richland County Property Maintenance further notice. The demolition, removal and other mitigation costs necessitated by the failure to comply with the IPMC and any notices or orders issued pursuant thereto, shall be applied to the subject property in the form of a lien.





Agenda Briefing

Prepared by: Synithia Williams, Stormwater Manager
Department: Department of Public Works
Date Prepared: March 2, 2020 **Meeting Date:** April 28, 2020

Legal Review	Elizabeth McLean via email	Date:	April 08, 2020
Budget Review	James Hayes via email	Date:	April 21, 2020
Finance Review	Stacey Hamm via email	Date:	April 08, 2020
Other Review:	Jennifer Wladischkin, Procurement Manager	Date:	April 07, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee Administration & Finance

Subject: Replacement Office Building - Stormwater Management Division

Recommended Action:

Staff recommends awarding the contract, through the General Services Administration (GSA) procurement, with Willscot, Inc. for a new modular office building for the Department of Public Works Stormwater Management Division.

Motion Requested:

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

Request for Council Reconsideration: Yes

Fiscal Impact:

The Department of Public Works Stormwater Management Division budgeted \$180,000 for a replacement office trailer. The funds are allocated in account 1208302200-531000 (Other Capital).

Motion of Origin:

There is no associated Council motion of origin. Funds were appropriated in the Capital portion of the FY-20 Operating Budget.

Council Member	
Meeting	
Date	

Discussion:

The Department of Public Works, Stormwater Management Division currently operates in a commercial grade construction trailer, which was purchased in 2008. Since 2008, the Division has grown to ten employees. The number of staff and the equipment needed to meet the mission of the Division has outgrown the current space.

In addition to the need for additional space, the current office has frequent, severe maintenance needs including a badly leaking roof, leaking doors and windows, weakened floor near entrances, and a failing hot water heater.

Williams Scotsman, Inc. (Willscot) provided a quote of \$167,676 to replace the current office with a new modular office space with updated features that is also ADA compliant. The replacement building can be purchased by means of a GSA Contract (GS-07F-0257M). GSA's acquisition solutions offer private sector professional services, equipment, supplies, and IT to government organizations and the military through negotiated Schedule contracts. Utilizing the Cooperative Purchasing and Disaster Relief programs, State and local governments can take advantage of this system to save time and reduce overall costs on the supplies and services they need.

Attachments:

1. Price quote and layout for replacement modular office building



Williams Scotsman, Inc.
1320 S Danzler Rd
Duncan SC 29334

Your Williams Scotsman Representative
Chrystie Mack
Territory Sales Manager

Contract Number: 1163500
Revision: 1
Date: October 23, 2019

Phone: (864)486-1683
Fax: 864-486-1683
Email: cmack@willscot.com
Toll Free: 800-782-1500

Sale Quote Summary (New Equipment) - Q#1163500

Buyer:

Richland County Dept of Public Works
400 Powell Rd
Columbia, South Carolina, 292039668

Contact:

Bree Tribble
400 Powell Rd
Stormwater Division
Columbia, SC, 29203
Phone: 803-576-2468
Fax:
Email: tribbleb@rcgov.us

Ship To Address:

7201 Fairfield Rd
COLUMBIA , SC 29203 US

Product Descriptions

QTY	PRODUCT
1	SM8028

Pricing Summary - All Options (excluding taxes)

TOTAL CHARGES WITH ALL OPTIONS: \$167,676.00



Williams Scotsman, Inc.
 1320 S Danzler Rd
 Duncan SC 29334

Your Williams Scotsman Representative
 Chrystie Mack
 Territory Sales Manager

Contract Number: 1163500

Revision: 1

Date: October 23, 2019

Phone: (864)486-1683
Fax: 864-486-1683
Email: cmack@willscot.com
Toll Free: 800-782-1500

SALE AGREEMENT FOR NEW EQUIPMENT WITH LIMITED WARRANTY

Buyer: Richland County Dept of Public Works 400 Powell Rd Columbia, South Carolina, 292039668	Contact: Bree Tribble 400 Powell Rd Stormwater Division Columbia, SC, 29203 Phone: 803-576-2468 Fax: Email: tribbleb@rcgov.us	Ship To Address: 7201 Fairfield Rd COLUMBIA , SC 29203 US Delivery Date (on or about): 01/06/2020
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Unit Description and Pricing	Quantity	Price	Extended
80x28 Section Mod. (76x28 Box) Unit Number:	1	\$126,129.00	\$126,129.00
Ramp - Delivery & Installation	1	\$1,231.00	\$1,231.00
ADA/IBC Ramp - 36' w/ swbk&stp Aluminum System	1	\$18,334.00	\$18,334.00
ADA/IBC Step - Sale	1	\$1,230.00	\$1,230.00
Delivery Freight	2	\$3,429.00	\$6,858.00
Block and Level	1	\$8,486.00	\$8,486.00
Skirting - hardipanel	208	\$26.00	\$5,408.00

Total Purchase Price Including Delivery & Installation (if applicable)* : \$167,676.00

*All prices exclude applicable taxes.

Summary of Charges

Model: SM8028	QUANTITY: 1	Total Charges for (1) Building(s): \$167,676.00
---------------	-------------	--



Williams Scotsman, Inc.
1320 S Danzler Rd
Duncan SC 29334

Your Williams Scotsman Representative
Christie Mack
Territory Sales Manager

Contract Number: 1163500

Revision: 1

Date: October 23, 2019

Phone: (864)486-1683
Fax: 864-486-1683
Email: cmack@willscot.com
Toll Free: 800-782-1500

Payment Terms

Sales Percent Down: 30%
Sales Percent Pre Delivery: 60%
Sales Percent Net: 10%

Sales Percent Net Days: 10 days
Credit Terms: 30% upon placement of order; 30% due upon approval of drawings; 30% due upon completion of modules at the factory; 10% due Net 10 days from substantial completion; subject to credit review.

Acknowledgement

This Sales Agreement (the "Agreement") is made on October 23, 2019, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore, Maryland 21231 ("Seller") and Richland County Dept of Public Works ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda:

Addenda: No addenda are included with this document

1. Floor Plan
2. Building Specifications

*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-2011) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Seller subject to the terms therein.

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

Signatures	
BUYER (Name): Richland County Dept of Public Works	SELLER: Williams Scotsman, Inc.
Signature:	
Print Name:	
Title:	
Date:	
PO#	

PLEASE RETURN SIGNED AGREEMENT TO: BALLleases@willscot.com

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:



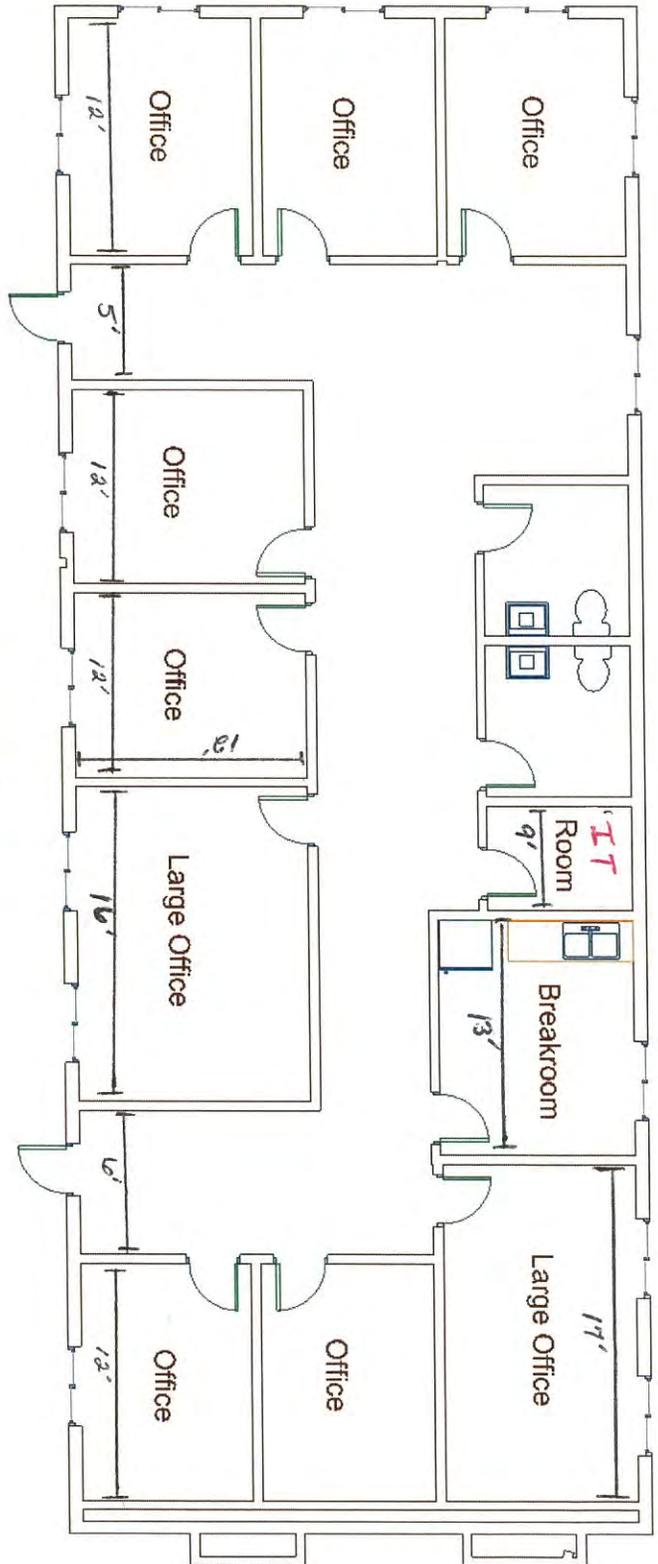
Williams Scotsman, Inc.
1320 S Danzler Rd
Duncan SC 29334

Your Williams Scotsman Representative
Chrystie Mack
Territory Sales Manager

Contract Number: 1163500
Revision: 1
Date: October 23, 2019

Phone: (864)486-1683
Fax: 864-486-1683
Email: cmack@willscot.com
Toll Free: 800-782-1500

No thanks. Please mail my invoices to:
400 Powell Rd
Stormwater Division
Columbia, South Carolina, 292039668



Business Office
80'x28' (76' Box Size)

HVAC Unit

Building Specifications:

Model Year: 2019		Sq Feet: 2,128.00
Qty	Description	Color/Location

SPECIFICATIONS:

*****Please Note; Hi-Low Water Cooler & Mop Sink Required*****

*****Please Note; Appliances Are By Others and Not FSSI*****

Module Dimensions / Doublewide Base

(2) 13'8" x 76' Modules

Occupancy: Business

State/Code Requirements/Insignias

IBC/SC

130 MPH Wind Speed

Destination:

????????

1 South Carolina

CHASSIS:

152 96" On Center outriggers (UT14)

152 (UT14-7076) Outrigger with 95.5" I-Beam Spacing

"I"-Beam Will Be Sized As Required

Axle Quantity Will Be Calculated As Required

(Recycled axles, an option for new axles is available upon request)

New Tires

(An option for select tires is available upon request)

Hitches are Detachable

FLOOR

Bottom Board Material Has Nylon Impregnation

2" x 8" Floor Joist @ 16" O.C.

Standard Plywood Floor Sheath/Decking {5/8" T & G}

VCT {Vinyl Composite Tile} Installed Per The Print

*****Balance*****

Manufacturer's standard is "Armstrong" brand VCT. If an alternate brand or a color that differs from manufacturer's standard color selections is chosen, an additional cost will be assessed.

Qty	Description	Color/Location
-----	-------------	----------------

FLOOR

26 oz. Commercial Grade Carpet {13'8" or larger}
 **** @ Offices ****
 {Per The Print}

WALL SECTION:

265 Interior Wall Height: 8'0"

1 Double Top-Plate On Exterior Walls

208 2" x 6" Exterior Wall Height: 8'0"

5/8" VCG {Type "X" Gypsum}

Interior Trim Package: Standard Battens
 {UNLESS OTHERWISE NOTED}

738 4" VCB (Vinyl Cove Base)
 ****Thru-out****

ATTENTION: HURRICANE STRAPS NOT INSTALLED

Please note that no hurricane tie-down straps will be included installed from the FSSI factory. Please see options if this is needed.

INTERIOR DOORS SECTION:

13 36" x 80" Painted H.C. 6-Panel Door w/ Steel Jamb
 {Includes Timely or Redi-Frames, Lever; Unless Otherwise Noted,
 Door Frame Will Be Painted The Standard Finish Color (Bronze)}

11 Passage Locks

2 Privacy Locks for Restrooms

ROOF/CEILING SECTION:

1 Truss Spacing @ 24" O.C.

(UT14w) Transverse Truss (Engineered Truss)

Snow Load Only as Required

Roof Load Only as Required

7/16" x 4 x 8 EPDM underlayment

Roof Covering: 45 mil. Black EPDM (DOUBLE WIDE)

9"peel & stick Black mate-line tape

Qty	Description	Color/Location
-----	-------------	----------------

ROOF/CEILING SECTION:

1/2" Pre-Finished Sea-Spray Ceiling (Doublewide)

Ceiling Finish Is 8'0" Above Finished Floor

- 76 4-Layer 24" Ridge-Beam Construction:
{This Beam Will Be Constructed From 4-Layers Of 3/4" Structural Grade Plywood Installed as Required And Fastened as Per Approved Fastening Schedule}
- 1 No Overhang/Projection on the Roof
- 2 Power Gable Vent with Passive Gable Vent
****As required****
- ATTENTION: HURRICANE STRAPS NOT INSTALLED
Please note that no hurricane tie-down straps will be included installed from the FSSI factory. Please see options if this is needed.

PLUMBING SECTION:

- 2 Restroom Description: Single-Station Handicap RR
- 2 Standard Lavatory (Wall Mount Type)
{Includes A Standard Faucet & Mirror}
- 2 Handicap Sink Protection - Sock for P-trap
- 2 Water Closet Type: HC Accessible W/ Std. Grab Bars
{Includes a Standard Toilet Paper Holder; Unless An Upgraded Toilet Paper Holder Is Listed}
- 1 6 Gallon Water Heater
- 1 PVC Utility Sink With Legs & STD Faucet
- 1 Hi-Lo Water Cooler {Handicap accessible}
- Supply Lines Are CPVC
- Drain/Waste Lines Are PVC
{Please Note That All Manifolding Is Done On-Site By Others}
- 1 Rough-in Plumbing for a Refrigerator Icemaker
{Unless Otherwise Noted, All Appliances Are by Others}

ELECTRICAL SECTION:

- 2 Panel Type: Standard 125 AMP 240V

Qty	Description	Color/Location
-----	-------------	----------------

ELECTRICAL SECTION:

- | | | |
|----|--|--|
| 28 | Standard Surface Mounted 232 Fluorescent Lights
{This Is Standard Diffused Fluorescent Light Fixture With Wrap Around Prismatic Type Lens, Electronic Ballast & T-8 Bulbs} | |
| 2 | Standard 60 Watt Porch Light With Photo-Cell | |
| 15 | OCCUPANCY SENSOR | |
| 2 | Combo Dual Head Emergency Light / Exit Sign
{QUANTITY SHOWN IS BUDGETED, ACTUAL QUANTITY WILL BE AS REQUIRED AFTER REVIEW AND PER THE FINAL APPROVED CUSTOMER DRAWING} | |
| 2 | Double Exterior Emergency Light Remote Heads
{Exterior Type To Match Porch Lights} | |
| 20 | 2" x 4" Junction Box With 1/2" Conduit (Standard)
{These Junction Boxes Will Be Stubbed-up into The Attic Cavity for T-grid Unless Otherwise Instructed By The Customer On The Print & Stubbed Into The Crawl Space On All Other Ceiling Types Unless Otherwise Instructed; All Boxes & Conduit Are Empty, All Wiring & Devices For Monitoring, Alarms & Security Are Entirely By Others} | |
| 2 | Combination- 100CFM Exhaust Fan With 60 Watt Light | |
| | 110 Volt Receptacles @ Approximately 12' O.C.
{Standard} | |
| | Receptacles / Switches / Covers are White | |
| 3 | GFI Receptacles As Required (See Prnt)
{GFI= Ground Fault Interrupter} | |
| 2 | Exterior Use GFI With Weather-Proof Cover
{In Use Type} | |
| 1 | 110 Volt Dedicated Receptacle
****Fridge**** | |
| 1 | Heat Tape Receptacle | |
| | Standard Race-Way: 12-2 Romex Wiring | |

HVAC SECTION

- | | | |
|-----|---|--|
| 2 | 4 Ton Wall Mounted Unit With 10kw Heat Strip | |
| 144 | Linear Feet of Fiberglass Supply Duct with Grilles
{Oversized as Needed} | |
| 132 | Linear Feet of Fiberglass Return Duct with Grilles | |

Qty	Description	Color/Location
-----	-------------	----------------

HVAC SECTION

24 Plenum / Chase Wall Per The Print

2 Digital Thermostat

DEHUMIDIFICATION NOT INCLUDED:

Please note that First String Space is not quoting humidity control (dehumidification) as part of the mechanical system. See options for a price per HVAC unit for dehumidification to be included.

CABINETS & FURNISHINGS

6 Linear Foot Of Standard Base Cabinets (MDF)

6 Linear Foot Of Standard Overhead Cabinets (MDF)
{Includes Center Shelf}

1 Double Stainless Steel Sink With Faucet
**** DELTA ****

EXTERIOR SECTION:

Sierra Style Hardi Panel Siding (Doublewide)
{Hardi Panel Trim}

208 Sierra Hardi Mansard
****False Mansard****

Sheathing Installed As Per Applicable Requirements

Standard House Wrap Installed 100%
{All wrap installed right side up & in a shingled fashion}

WINDOWS SECTION:

14 Vinyl Mini-Blinds
{Standard Colors Only}

14 36x60 VS Bronze Metal Frame & Low E Ins Glass
Vertical Sliding Tinted Insulated (Egress)

EXTERIOR DOORS:

1 36"x80" Steel/ Steel Exterior Door w/ 6"x30" VB

1 36"x80" ST Ext. Door w/ ST Jamb Full Glass Insert

2 Standard Lever

2 Standard Closure

INSULATION SECTION:

1664 Exterior Wall Includes R -19
(Requires 2" x 6" minimum exterior walls)

INSULATION SECTION:

2128 Floor Includes R-30

2128 Roof Includes R-49

2120 R-11 Sound Reduction Batts In All Interior Walls