

RICHLAND COUNTY

ADMINISTRATION & FINANCE

COMMITTEE AGENDA



Tuesday, MAY 25, 2021

6:00 PM

ZOOM MEETING

The Honorable Bill Malinowski, Chair

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Joe Walker

County Council District 6

The Honorable Overture Walker

County Council District 8

The Honorable Jesica Mackey

County Council District 9

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022



Richland County Administration & Finance Committee

May 25, 2021 - 6:00 PM
Zoom Meeting

1. **CALL TO ORDER** The Honorable Bill Malinowski

2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. Regular Session: April 27, 2021 [PAGES 7-15]

3. **APPROVAL OF AGENDA** The Honorable Bill Malinowski

4. **ITEMS FOR ACTION** The Honorable Bill Malinowski
 - a. Request from Chief Magistrate – Bond Court Consolidation [PAGES 16-57]

 - b. Operational Services - Award of Township Auditorium Boiler Project [PAGES 58-60]

 - c. Operational Services – Township Auditorium Lightening Upfit [PAGES 61-63]

 - d. Financial Audit Services [PAGES 64-65]

 - e. Department of Public Works - Award of 80,000lb Excavator [PAGES 66-68]

 - f. Department of Public Works – County Line Trail [PAGES 69-77]

 - g. Department of Public Works – Danbury Drainage Improvements [PAGES 78-81]

 - h. Conservation Commission – Award of Bridge & Dirt Road Improvement Project [PAGES 82-101]

5. ITEMS PENDING ANALYSIS: NO ACTION REQUIRED

The Honorable Bill Malinowski

- a. I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride]

*****Staff continues its efforts to prepare information which fits the intent of the motion.***

6. ADJOURN

The Honorable Bill Malinowski



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



Administration and Finance Committee
April 27, 2021 –6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Bill Malinowski, Chair, Yvonne McBride, Overture Walker, and Jesica Mackey

OTHERS PRESENT: Paul Livingston, Allison Terracio, Cheryl English, Chakisse Newton, Michelle Onley, Angela Weathersby, Kyle Holsclaw, Tamar Black, Ashiya Myers, Jani Hussain, Lori Thomas, Leonardo Brown, Clayton Voignier, Mike Maloney, Michael Byrd, Ronaldo Myers, Bill Davis, Randy Pruitt, Derek Pugh, Stacey Hamm, Risk Management, Elizabeth McLean, Dale Welch, Stephen Staley, Geo Price, Emerald Washington, Lauren Hogan, James Hayes and Dante Roberts

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. **Regular Session: February 23, 2021** – Ms. McBride moved, seconded by Mr. J. Walker, to approve the minutes as distributed.

In Favor: Malinowski, McBride, J. Walker and Mackey

Not Present: O. Walker

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. Brown requested Item 4(a) be removed from the agenda.

Mr. J. Walker moved, seconded by Ms. McBride, to approve the amended agenda.

In Favor: Malinowski, McBride, J. Walker, and Mackey

Not Present: O. Walker

The vote in favor was unanimous.

Q **ITEMS FOR ACTION**

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- a. **Request for approval of force main extension to connect 2312 and 2314 Johnson Marina Road, Chapin, SC 29036 to RCU sewer system at Point De Haven Road, TMS # 01315-01-14 and 01315-01-17/CAP B-2021011** – This item was removed from the agenda.
- b. **Department of Animal Care – Animal Services Division – Intergovernmental Agreement with**

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the Town of Arcadia Lakes – Mr. Brown noted this matter is an expired agreement. We are requesting to renew the agreement. While going through the process of reviewing existing agreements, the Animal Care Director came across this agreement, which had expired.

Ms. McBride inquired if this is the type of no cost agreement the County has with other municipalities (i.e.) City of Columbia, Forest Acres, etc.).

Mr. Brown requested the Animal Care Director, Ms. Haynes, to address that question.

Ms. McLean responded to the best of her knowledge this is the way this is handled with the other municipalities.

Ms. Haynes responded the County has agreements with the Forest Acres, Irmo, Blythewood, Eastover and all of the agreements are handled the same way, with the exception of Forest Acres. The County provides limited service to Forest Acres.

Mr. Malinowski noted the agreement states, “the taxes generated by such assessment and levy shall be designated as an offset to the cost of providing these services.” This leads him to believe the full costs are not covered.

Mr. Brown responded he will provide clarification on the costs prior to this item being taken up by Council.

Mr. Malinowski noted under the recitals it states, “that the previous agreement dated November 5, 1979 for animal care services within the Town and the Town desires to continue utilizing the services.” The fact that we have an agreement dated November 5, 1979, it seems we should also state it expired January 13, 2015. Having that information, it is not a continuation. The Town desires to again utilize the services of Richland County.

Ms. Mclean responded she would speak with Ms. Haynes to ensure the dates are accurate.

Mr. Malinowski noted, on p. 23, it states, “the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201, which prohibits hogs, pigs, cows, horses, goats, sheep or chickens within the Town, and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance.” He inquired if prohibiting those types of animals within the Town, but the County ordinance does not prohibits such things. He assumes that means if there is a complaint somebody has to go out and pick up these particular animals. He inquired if the County has a place to keep these animals, if we pick them up, or is this an additional cost.

Ms. Haynes responded it could be an additional cost. Because those animals are prohibited, we have not had to pick any up in the Town.

Mr. Malinowski suggested to add the language “in the event additional costs are incurred, above and beyond the Richland County ordinance, it would be a separate cost.” He also recommended adding a date line where the signatures are located.

Ms. McBride noted the County has continued to provide services to the Town, even though the agreement had expired.

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Ms. Haynes stated, for clarification, the agreement was renewed in 2015 and expired in 2019.

Ms. Malinowski requested clarification and to ensure the County is covered legally.

Ms. Terracio stated, there has been a movement toward people wanting to keep chickens, she inquired if that is addressed in the County's animal ordinance, or only in the municipalities.

Ms. Haynes responded chickens are prohibited in the Town of Arcadia Lakes, but allowed in Richland County.

Mr. J. Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the intergovernmental agreement with the Town of Arcadia Lakes. This intergovernmental agreement will replace the agreement previously entered into with the Town for animal care services.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey.

The vote in favor was unanimous.

- c. **Department of Public Works – Solid Waste & Recycling Division – Award of a contract for Landfill Gas Control System** – Ms. McBride inquired about the location of the landfill and if it was supposed to change every two years. She noted she was not sure if they were working on this particular landfill to provide treatment or another landfill.

Mr. Maloney responded the location was on North Monticello Road about 5 miles north of the City. This is the County's C&D landfill.

Ms. McBride inquired if this is the only landfill the County has.

Mr. Maloney responded in the affirmative.

Ms. McBride inquired if the landfill will ever be moved, or will it be monitored and treated, as needed.

Mr. Maloney responded the other landfill is a contract landfill with Waste Management. This landfill is the County's and has many years of life and new caps for the future.

Ms. McBride noted, on p. 26, it states, "Provide for the construction and operation of such facilities as necessary, for no longer than two years, unless renewed in writing by the Department." This language was a bit confusing.

Mr. Maloney responded this pertains to the permit period. A new permit has to be obtained every two years.

Ms. McBride stated, for clarification, it is not pertaining to anything dangerous, just for permitting purposes.

Mr. Maloney responded in the affirmative. He noted Public Works has been working with DHEC for permitting and regulation.

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Mr. Malinowski noted, it states, “The installation and operation of the Gas Control System will allow Richland County to maintain compliance....” This language leads him to believe Richland County is currently in compliance.

Mr. Maloney responded in the affirmative. As long as the County build per the agreement, we maintain compliance.

Mr. Malinowski noted, it also states, “the installation of the Landfill Gas Control System will alleviate a significant portion of VOC contamination...” He assumed it could not alleviate all, but he did not want to wind up paying for this particular system to find out later we will need a new or different system.

Mr. Maloney responded, from inception of seeing rising methane to actually having an executed plan and bidding 5 years later, it took a lot of testing to find the source and design a system that would remove as much VOC and methane as possible.

Ms. McBride moved, seconded by Mr. J. Walker, to forward to Council with a recommendation to approve the award of a contract for construction of a Landfill Gas Control System on Phase 2 and 3 of the Richland County Landfill (SC DHEC Permit 401001-1101) to Advance One Development, LLC in the amount of \$796,209.75, with an additional \$37,914.75 for contingency.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey.

The vote in favor was unanimous.

- d. **Department of Public Works – Engineering Division – CTC Funding Request for Intersection Improvements at Hobart and Farrow Roads** – Mr. Staley noted this request stems from a problem the County has had at Hobart Road in regard to a substandard rail crossing on Norfolk Southern. He noted there was a fatality in 2008 at the crossing. Public Works is getting a permit to straighten the crossing and making it a standard crossing with lights and arms. When they do this it will cause a lot more traffic on Hobart Road and Farrow Road intersection, which was planned for as a way to relieve some of the traffic from the North Clemson Road/Rimer Pond area. When the traffic study was done, it further emphasized the need for improvements.

Ms. Terracio inquired if this was the same item that came through the D&S Committee.

Mr. Staley responded that was the Walt McArthur crossing closure.

Mr. Malinowski inquired if the County has to do anything with the railroad crossing.

Mr. Staley responded Public Works is realigning and making it a straight through crossing, without a curve. As it presently sits, it is a dirt road crossing that was never permitted, but evolved into a crossing. Public Works will be hiring a contractor to straighten it out and make a standard rail crossing.

Mr. Malinowski noted the agenda packet states, “After this crossing, the road transitions ownership to Richland County.” He inquired by SCDOT did not take care of everything to, and including the crossing, and the County would pick it up after that.

Mr. Staley responded some maps show the SCDOT maintenance area stopping short of the rail crossing, and the rail crossing itself would be the County's.

Mr. Malinowski inquired about where the company showing the potential costs is located.

Mr. Staley responded they are out of Columbia.

Mr. Malinowski inquired about how they were selected.

Mr. Staley responded they went through the standard RFQ process and the standard procuring of engineering services.

Mr. Malinowski noted, on p. 35, under the Kimley Horne costs, it shows the date of January 15, 2020. He inquired if the costs are still valid.

Mr. Staley responded he could get an updated price. This project has taken a long time to get to this point. The traffic counts decreased during COVID, so the official traffic was not conducted until Public Works got guidance from the SCDOT.

Mr. Malinowski noted these are CTC funds, so where the notes say, "no right-of-way acquisitions, no stream impact mitigations included, and labor and materials", if there is a cost those will be covered by CTC.

Mr. Staley responded Public Works would go back to the CTC, which has been good in the past to re-allocate funds to ongoing projects.

Mr. O Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the Engineering Division Staff of the Department of Public Works to improve the intersection of Hobart and Farrow Roads and submit a project funding request to the County Transportation Committee (CTC).

In Favor: Malinowski, McBride, J. Walker, O. Walker, and Mackey

The vote in favor was unanimous.

- e. **Department of Public Works – Engineering Division – DHEC Grant Administration for Springwood Lake Community** – Mr. Brown noted this item was originally brought to us by former Councilwoman Kennedy, and upon taking office by Councilwoman Barron.

Mr. Maloney stated this matter is related to the 2015 Flood. Currently two roads are closed in the Springwood subdivision. Public Works was made aware there would be a DHEC grant available. The County's position is to help administer the grant, and help see the project through. In the end, this project will be for SCDOT roads and private drainage basins. The \$500,000 grant will cover the cost to replace the two culvert crossings. Public Work's part in administering this grant would be to see that we stay within the \$500,000 for the pipe installation, backfill and preparation order to turn it over to SCDOT, who will finish the road with base coarse, asphalt and curb and gutter. There was a public meeting with Ms. Barron, Mr. Staley and SCDOT. Public Works sees this as a partnership with the neighborhood and SCDOT, and helping to facilitate this grant. Tod with SCDOT. And just helping facilitate this grant. It was mentioned that it ends on June 30th. He had a conversation with the DHEC representative, who indicated that is the date DHEC needs the specifics on the scope of the

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project and the goals. There is an attachment in the agenda packet, which indicates those items. When the project is completed, the County's duty would be to describe the project completion and that we met our goals.

Ms. McBride inquired if the roads have been closed since the 2015 Flood.

Mr. Maloney responded in the affirmative.

Ms. McBride stated these were State roads, so it was the State's responsibility to fix, but they have not done so until now.

Mr. Maloney responded in a lot of cases the homeowner's association had to come up with the funding to restore the dams.

Ms. McBride inquired if the County had anything to do with the roads not being repaired.

Mr. Maloney responded in the affirmative.

Mr. O. Walker stated, for clarification, this project is not going to cost the County anything. The \$500,000 grant will be used for the repairs, and ultimately the maintenance will remain with the SCDOT.

Mr. Maloney responded the only cost would be staff time to internally administer the grant.

Mr. Malinowski noted, on p. 41, it states, "Upon receipt and review of the summary funds Budget and Financial statements, DHEC will transmit the funds to the recipient by check delivered to Gretchen Barron, District 7." He has never encountered where a Councilperson receives funds. He believes it would go to the Finance Department.

Mr. Maloney responded they will have that corrected on the letter.

Mr. Malinowski stated he did not want the public to think Councilwoman Barron got \$500,000.

Ms. McLean stated she did note on the briefing document there were some items she had problems with. One being the date was wrong. The agreement does not say what they want the County to do in a clear format. She would like to make a few changes to make it clear what they want the County to do. Right now it has a two-month timeframe, but it does not coincide with what the County is actually supposed to do. If the committee takes a vote, she would request they do it conditionally to allow her time to work with Public Works and DHEC to narrow down some of these points.

Mr. J. Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to allow the Engineering Division of the Department of Public Works to accept and administer a \$500,000 grant from SCDHEC for infrastructure improvements to stormwater and drainage systems in the Springwood Lake Neighborhood, contingent upon review of Legal.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous.

- f. **Request from Chief Magistrate – Pontiac Magistrate Building Lease** – Judge Edmond stated his

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current building is over 30 years old. The magistrate building he is trying to lease is a facility that is just over 10 years old, and would be a significant upgrade. There have been several problems with their current facility, such as flooding, as well as having to close the building due to security concerns. Currently they are having problems with a rat and roach infestation, which is a health and safety concern. He noted they are currently paying \$2,500/month. The new lease would be \$4,050/month and a significant upgrade. He is requesting Council to approve the new lease and location.

Ms. Terracio inquired if Judge Edmond is currently operating in the old building.

Judge Edmond responded in the affirmative.

Ms. Terracio inquired about other safety issues they have in the building.

Judge Edmond responded they also have some molding issues. The new location is less than a mile away from the current building and could be outfitted in about a month once the lease is approved.

Ms. Terracio inquired if there are any structural concerns with the current building.

Judge Edmond responded there are some structural concerns, as well as ADA concerns.

Ms. Terracio inquired if there are issues with citizens accessing the building.

Judge Edmond responded there have been some challenges with regards to the size of the lobby and defendants fleeing the building, which caused injury to others in the courtroom.

Ms. McBride stated the magistrate's offices in the County were in terrible condition. There was a plan to build additional magistrate offices and move out of the dilapidated facilities. She inquired if this location is included in the plan for a new office.

Judge Edmond responded there are approximately four magistrate's offices left to build, and Pontiac is one of them. This is a temporary move until a new facility can be built.

Ms. McBride inquired about the amount of time it will take to move to the new facility, if approved.

Judge Edmond responded it would take approximately a month.

Ms. McBride noted, not only do the employees have to work in this facility, but the citizens have to visit the facility. She encouraged her fellow Councilmembers to visit the facility.

Ms. Mackey noted she had concerns about the additional comments from Director Pruitt. She inquired if Judge Edmond has been in communication with the owner of the new building, and if they will be able to make any changes to the lease, based on Mr. Pruitt's concerns about what the County can and cannot do with leased facilities.

Judge Edmond responded the owner is open to revise this lease, as requested by Mr. Pruitt.

Mr. O. Walker noted, as a practicing attorney in Richland County, he has been going to the Pontiac Magistrate Court for 16 years. While he was not aware of the current issues, but he can attest to the fact the courtroom is very small. The Pontiac Magistrate services a pretty wide swatch of the County

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in the Northeast, and the community is growing. He stated a change of location is overdue. The people of County deserve better working conditions, and the citizens, whose tax dollars pay for the courtroom, deserve better.

Mr. Malinowski noted he did not receive “the attorney client privileged information” provided under separate cover.

Ms. McLean responded she provided the document, with comments on the lease, to Ms. Myers.

Ms. Myers responded the information was provided to the Clerk’s Office for distribution.

Mr. Malinowski requested Ms. Mathis to provide him the date/time it was sent to Council. He inquired if Richland County has a process to follow when a County entity wants to rent property.

Mr. Brown responded he was not familiar with a process, as it relates to rental property.

Mr. Malinowski noted the current lease is \$2,500, will increase to \$4,040 initially, and will go up later. The new rent will be covered from the Magistrate’s operating budget. He inquired if that will continue to be covered in future years or will there be a request for additional funding next year to cover the rent.

Judge Edmond responded it will be covered by their operating budget. He noted Pontiac Magistrate will also be one of the facilities for the design-build the County is currently working on.

Mr. Malinowski inquired if there is a potential date for the design build to begin.

Judge Edmond responded he did not. It is a process to purchase the property.

Mr. Malinowski inquired about the cost of the modifications.

Judge Edmond responded the modifications are structured in the lease.

Mr. Malinowski noted Section 5.2 talks about tenant’s general liability insurance. He inquired if this facility was located in a strip mall or was free standing.

Judge Edmond responded it is in a strip mall.

Mr. Malinowski stated he does not understand, as a tenant, why you would have to insure the driveways, parking areas, or other common areas. People could be going somewhere else in the building and have a mishap and sue the County. Also, in Section 5.7 – Insurance Subrogation, the landlord would be able to collect everything and the tenant waives any rights of recovery against the landlord for injury or loss due to hazards covered by insurance. If there is a loss to the County, he would think the insurance should pay the County for whatever loss. The County does not arbitrarily sign it away with this type of lease. In Section 5.8 – Entry and Inspection, it states, “in addition to the foregoing landlord shall have the right of ingress or egress of the premises for any general purpose.” It does not say the landlord has to make an appointment or that someone from the Magistrate’s Office has to be there. Section 7.2 – Landlord’s Remedies, states, “If the tenant commits an act of default here under, the landlord at any time thereafter prior to the curing of such act of default...” He noted it does not set a timeframe to cure the default. There is nothing about tenant’s remedies if the landlord is in default. He noted in Section 8.7, it states, “Tenant agrees from

time to time...” He inquired what that statement means. He requested the signatures should be dated. In the letter Council received, it discussed elevated readings in the breakroom and bathroom, but did not identify what the readings were for. It was also stated, “due to the structure being a commercial building, an asbestos test would be needed to be performed, according to DHEC guidelines.” Based on all these comments, are these things that need to be addressed in the lease.

Ms. McLean responded some of them would need to be addressed. She noted everything related to insurance and subrogation, Risk Manager Brittney Terry-Hoyle would have commented on those, and the comments should have been included in the document sent by the Clerk’s Office.

Ms. Hamm noted the rent is actually \$3,500/month. It increased in March 2020.

Mr. Malinowski inquired if these legal comments need to be addressed and brought back to the committee for review.

Ms. McLean responded she believes we can go forward without coming back to committee.

Ms. McBride moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to approve the lease, contingent upon review of Legal.

In Favor: Malinowski, McBride, O. Walker, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- g. **Request from Chief Magistrate – Bond Court Consolidation** – Mr. Malinowski inquired if this matter had been previously before the committee.

Judge Edmond responded it was before the committee last year, and there were some questions that needed to be addressed.

Mr. Malinowski requested the previous minutes be provided to the committee members, and to hold this item in committee to allow the members time to review the previous minutes.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. **I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride]** – No action was taken.

6. **ADJOURNMENT** – The meeting adjourned at approximately 6:55 PM.

**Administration & Finance Committee
April 27, 2021**

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Tomothy Edmond		Title:	Chief Magistrate Judge
Department:	Magistrate Court	Division:		
Date Updated:	May 01, 2021	Meeting Date:	May 25, 2021	
Legal Review	Elizabeth McLean via email		Date:	April 14, 2021
Budget Review	James Hayes via email		Date:	April 19, 2021
Finance Review	Stacey Hamm via email		Date:	April 21, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Administration and Finance			
Subject:	Bond Court Consolidation – City of Columbia and Richland County			

STAFF’S RECOMMENDED ACTION:

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

The Office of Budget and Grants Management and the Finance Department have inquired as to the mechanism whereby the County is reimbursed by the City of Columbia. These offices request any agreement relative to this matter with the City of Columbia explicitly detail payment/reimbursement information.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The potential fiscal impact would consist of annual money paid to the County by the City in the amount of \$523,200.47. Due to the increased workload for the Magistrate’s Office, there will be an increase cost of \$410,000 in salaries and operating costs at bond court. Thus, there will be a net increase of \$113,200.47.

Approximate Costs to Run County Bond Court

The approximate cost to operate the County Bond Court is approximately **\$1,052,214.28** per year.

- Judge Salaries
 - 7 part-time judges
 - \$76,500 per year
 - 12 hour shifts
 - Part-time judges work solely at bond court
 - Part-time judges salary is calculated based on full-time judge salary
 - Full-time judges have to fill in at bond court
 - Total: **\$492,839.18** (Salary \$391,483.98 + FICA/Retirement \$101,355.20)
- Staff Salaries
 - 1 bond court manager
 - 1 bond court assistant manager
 - Total: **\$139,335.91** (Salary \$113,088.15 + FICA/Retirement \$26,247.76)
 - 9 bond court clerks
 - Bond court staff work solely at bond court and receive an additional \$4,000 stipend on top of their salary
 - Total: **\$399,637.19** (Salary \$324,354.51 + FICA/Retirement \$75,282.68)
- Operating Costs
 - Office Supplies
 - Books and Publications
 - Copy Machines
 - Travel
 - Telephone Services
 - Service Contracts
 - Repairs-Equipment
 - Employee Training
 - Total: **\$20,402.00**
- Total Personnel Cost: \$1,052,214.28

Approximate Costs to Run City Bond Court

To determine how much it costs the City to operate their bond court, we sent them a questionnaire. The approximate costs for the City are **\$387,640.85** per year.

- 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 desk top computer, lap top computer, annual maintenance agreement on our Recording System at bond court and miscellaneous supplies which is estimated at \$50,909.85 annually.

How Much Would the City Pay the County Annually?

Based on the annual costs that Richland County incurs to run the bond court, the potential cost to the City would be approximately **\$523,200.47** annually. This is a cost per defendant calculation (See calculations below).

Costs to operate County Bond Court

Judge Salary	\$492,839.18
Staff Salary	\$538,973.1
Operating Costs	\$20,402.00
Total	\$1,052,214.28

Current cost per defendant

Bond settings FY 18/19 (County only)	7,964 Defendants
County Bond Court Costs FY 18/19	\$1,052,214.28
Cost to set bond per defendant	\$132.12

Potential dollar figure city would pay annually to county

City bond settings FY 18/19	3,960 Defendants
Cost per defendant	\$132.12
Total	\$523,200.47

How Would County Bond Court Spend the New Money?

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

- I. We would need at least 4 new law clerks
- II. The vast majority of expenses would be salary payments. The personnel cost would potentially break down as follows:
 - a. 4 new law clerks ($\$45,000 \times 4$) = $\$180,000$
 - b. 10% pay increase for judges (increased liability risks plus additional work) = approx. $\$225,000$
 - i. 10% pay increase for full time judges ($\$11,400 \times 15$ judges) = $\$171,000$
 - ii. 10% pay increase for part time judges ($\$7,600 \times 7$ judges) = $\$53,200$
- III. Because Richland County already runs a large bond court, the additional costs of operating expenses (other than salaries/positions) would be marginal. However, there would be an annual approximate costs of $\$5,000$ in paper, supplies, and computer equipment.

Additional New Costs: $\$410,000$

Summary

The City has told us that it costs them approximately **$\$387,640.85$** to run their bond court. However, these costs were how much the City was paying before they were told by Court Administration that they were not in compliance with proper bond court operations. The City was not conducting the proper amount of bond court hearings per day.

To determine how much the City would have to pay the County to operate their bond court, we used a "per-defendant" cost. We determined approximately how much it costs to set one defendant's bond based on the judge's salaries, personnel salaries, and operating costs. This number came out to **$\$132.12$** per defendant. We took this cost per defendant and multiplied it times the approximate number of defendants that the City arrests each year (3,960 defendants). This came to **$\$523,200.47$** annually.

While it appears that the City would be paying more under this proposal, in reality they would actually be saving money. They would also be saving on the intangible costs that are incurred with running a bond court – these costs are outlined below.

The new costs to the County bond court estimate is approximately **$\$410,000$** . Because the City would pay **$\$523,200.47$** annually to the County, the difference between the costs would ensure that the County did not "see red" and avoid costs overruns or unforeseen expenses.

Non-Dollar Figure Costs (Intangibles)

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.

Finally, the consolidation of the two bond courts would allow for the City of Columbia Bond Court to come into compliance with the Supreme Court Order, RE: Bond Hearing Procedures in Summary Courts, September 19, 2007.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Chief Magistrate Edmond recommends implementing a consolidation plan of Columbia Bond Court and Richland County Bond Court. Over three 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. 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.

As of March 2020, Richland County Magistrate Court has taken over setting bond for the City of Columbia in order to have a trial run of a consolidated bond court. In conjunction with Alvin S. Glenn, City of Columbia, and Richland County Magistrate Court, the consolidated bond is working as one unit. Therefore, the only key steps needed are a formal agreement between the City and County that would set out the parameters and costs for this service.

This proposal would affect the Richland County Bond Court. The Bond Court procedure is found under S.C. Code Title 17, Chapter 15.

This request will impact the strategic initiative of Richland County Bond Court. Our bond court has been operating as a 24/7 court for several years now. This consolidation would further develop the bond court.

Consolidation of bond courts will reduce costs to the County because the City would pay an annual sum of money to the County to include their defendants. The consolidation would also improve efficiency by having one bond court at the jail as opposed to two.

If bond court consolidation is denied, then Alvin S. Glenn will go back to two bond courts – the City and the County. This will reduce efficiency and increase the time defendants spend in jail before being released on bond.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The current system of operating two separate and distinct bond courts inside of Alvin S. Glenn produces many inefficiencies. 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. 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.

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.

ATTACHMENTS:

1. Supreme Court Order
2. Correspondence from the City of Columbia

2007-09-19-01

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 Hoefler Toal

Jean Hoefler Toal

Chief Justice

September 19, 2007
Columbia, South Carolina



Teresa Wilson, City Manager
City of Columbia
1737 Main Street - PO Box 147
Columbia, SC 29217

APR 26 10:45

RETURN
SERVICE
REQUESTED

Hasler
04/26/2021
FIRST-CLASS MAIL
PSRT
US POSTAGE \$000.46



ZIP 29201
011E12650243

The Honorable Tomothy C. Edmond
Chief Magistrate
Richland County Central Court
Upper Township District
7615-A Wilson Boulevard
Columbia, SC 29203

CAJ9SMP 29203





We Are Columbia

April 22, 2021

The Honorable Tomothy C. Edmond
Chief Magistrate
Richland County Central Court
Upper Township District
7615-A Wilson Boulevard
Columbia, SC 29203

Dear Chief Magistrate Edmond,

It is my understanding that Richland County Council has indicated an interest in consolidating the County and the City bond courts. Columbia City Council members have also indicated that they are interested in exploring a consolidation of the bond courts. This consolidation initiative has the potential to be a great benefit to both the courts and the public, resulting in cost savings and enhanced provision of court services.

Certainly, there will be some logistical issues to consider and plan for in implementing this change and we are looking forward to the opportunity to work with you in addressing these. Please contact my office as you schedule meetings about this initiative, and I will ensure that staff are available to represent the City in these discussions.

Sincerely,

Teresa Wilson
City Manager

cc: The Honorable Daniel M. Coble, Associate Chief Magistrate, Richland County Court
Mr. Leonardo Brown, Administrator, Richland County
Ms. Pamela Benjamin, Chief of Staff, City of Columbia

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing Addendum

Prepared by:	Ashiya A. Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	April 28, 2021	Meeting Date:	May 25, 2021
Approved for Consideration:	County Administrator		Leonardo Brown, MBA, CPM
Committee:	Administration & Finance		
Agenda Item:	4g. Request from Chief Magistrate – Bond Court Consolidation		

COUNCIL INQUIRY #1:

Committee Chairperson Malinowski requested the previously considered briefing documentation and associated minutes for the Bond Court Consolidation proposal.

Reply:

See attachment 1.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Chief Magistrate Edmond has provided correspondence from the City of Columbia.

ATTACHMENTS:

1. Compiled agenda briefings for the Bond Court Consolidation item



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Tomothy Edmond, Chief Magistrate
Department: Magistrate
Date Prepared: December 11, 2019 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	March 18, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 15, 2020
Approved for Council consideration:		County Administrator	Leonardo Brown, 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 take over 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:

The potential fiscal impact would consist of annual money paid to the County by the City, as well as potential increase in staff personell at bond court. The current costs to run the Richland County Bond Court, based on salaries alone, are:

- **Judge Salaries**
 - 7 part-time judges
 - \$76,500 per year
 - 12 hour shifts
 - Part-time judges work solely at bond court
 - Part-time judges salary is calculated based on full-time judge salary
 - Full-time judges have to fill in at bond court
- **Staff Salaries**
 - 1 bond court manager
 - 1 bond court assistant manager
 - 9 bond court clerks
 - Bond court staff work solely at bond court and receive an additional \$4,000 stipend on top of their salary
 - Average salary: \$39,000

The approximate costs for the City of Columbia to run their bond court:

- Judge salary
- Clerk salary
- Court officers salary
- Overtime payments to CPD officers waiting for bond court
- Holding over defendants
 - It costs the city \$71 a day to house an inmate. If a defendant is arrested after the city has already held bond court, then he will have to spend an extra night at ASG and wait for the next day's hearing. Even if the defendant makes bond, he will still have to have it paid at the city's court on Washington Street before they close that day. Otherwise, he will have to spend an additional night in ASG.
- Liability
 - Sanctions from Court Administration
 - Civil liability for holding defendants over 24 hours without bond setting

These dollar figure costs do not account for the non-dollar figure costs of operating a bond court, particularly liability:

Annually, Richland County Magistrate Court has to budget approximately \$480,000 to operate the bond court alone. This dollar figure consist of judges' salaries plus staff salaries. This operation dollar number does not include many more non-numerical figures, which make operating a bond court hazardous. The biggest cost in this area is 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.

Finally, the consolidation of the two bond courts would allow for the City of Columbia Bond Court to come into compliance with the Supreme Court Order, RE: Bond Hearing Procedures in Summary Courts, September 19, 2007.

Based on the annual cost that Richland County incurs to run the bond court (based on salaries alone), the potential cost to the City would be approximately \$480,000 annually:

Costs to operate R.C. Bond Court

Judge Salary	\$535,500
Staff Salary	\$429,000
Total	\$964,500

Current cost per defendant

Bond settings FY 18/19 (county only)	R.C. Bond Court Costs FY 18/19	Cost to set bond per defendant
7,964	\$964,500	\$121.11

Potential dollar figure city would pay annually to county

City bond settings FY 18/19	Cost per defendant	Total
3,960	\$121.11	\$479,595.60

Additional Considerations:

Budget Director James Hayes indicated there are concerns about the fiscal impact being absorbed by the City as well as incurring additional costs by the County.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

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.

The defendants that are arrested by the City of Columbia would follow the same process as defendants arrested by the above listed agencies/municipalities.

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.):

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 County would assume all bond settings at Alvin S. Glenn.

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.

The County Attorney's office recommended "that language be included in any agreement that the City must pay all costs associated with liabilities occurring on any City matter, including attorneys' fees and damages."

Attachments:

1. Operational Costs of Bond Court
2. Potential Cost for City of Columbia Annually
3. Non-Dollar Figure Costs (Liability)
4. Operational Functions
5. Supreme Court Order

Operational Costs of Bond Court

City of Columbia Bond Court Operation Costs

- Judge salary
- Clerk salary
- Court officers salary
- Overtime payments to CPD officers waiting for bond court
- Holding over defendants
 - It costs the city \$71 a day to house an inmate. If a defendant is arrested after the city has already held bond court, then he will have to spend an extra night at ASG and wait for the next day's hearing. Even if the defendant makes bond, he will still have to have it paid at the city's court on Washington Street before they close that day. Otherwise, he will have to spend an additional night in ASG.
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Potential Cost for City of Columbia Annually

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Finally, the consolidation of the two bond courts would allow for the City of Columbia Bond Court to come into compliance with the Supreme Court Order, RE: Bond Hearing Procedures in Summary Courts, September 19, 2007.

Operational Functions

Currently, defendants that we serve are those arrested by Law Enforcement agencies that serve in Richland County, but not limited to:

- Richland County Sheriff's Department
- Richland County Probation Pardon and Parole
- SC Highway Patrol
- SLED
- USC Police Department
- Benedict College Police Department
- Columbia College Police Department
- Allen Police Department
- Department of Natural Resources
- Capitol Police
- State Transport Police
- Forest Acres Police Department
- Irmo Police Department
- Cayce Police Department
- SC Attorney General

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2007-09-19-01

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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



Richland County Council

ADMINISTRATION AND FINANCE COMMITTEE

April 28, 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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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



Richland County Council

ADMINISTRATION AND FINANCE COMMITTEE

May 21, 2020 – 2:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COMMITTEE MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski and Dalhi Myers

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Angela Weathersby, Leonardo Brown, Chris Eversmann, Kimberly Williams-Roberts, Ashley Powell and Quinton Epps

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 2:00 PM.
2. **APPROVAL OF MINUTES**
 - a. April 28, 2020 – Ms. D. Myers moved, seconded by Mr. Malinowski, to approve the minutes as distributed.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. Dickerson stated staff requested that Item 4(c): “Contract Amendment – Walden Pond Feasibility Study” be removed from the agenda.

Ms. D. Myers moved, seconded by Mr. Malinowski, to adopt the agenda as amended.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**
 - a. Bond Court Consolidation – City of Columbia and Richland County – Ms. D. Myers moved, seconded by Mr. Malinowski, for approval for the purpose of discussion.

Ms. D. Myers stated she believes the Legal Department had some questions because there were some legal issues the City of Columbia needed to resolve, and she requested clarification on those issues.

Ms. McLean responded that Brad was working on this item, but she has general knowledge about the issues. The issues we had were related to the agreement we would have to sign with the City, but she is not aware of any issues the City was having related to the Supreme Court Order.

Ms. D. Myers stated she does not think we have enough information on this item, and suggested the item be deferred.

Mr. Malinowski stated one of the items in bold print, under recommended action, is to reduce the cost of the City. It does not say anything about Richland County. The figures presented to us in this agenda packet are different than the ones provided in the previous committee agenda packet, which includes the salary figures, with FICA and retirement, of \$492,000 for seven part-time judges. Then later on in the briefing document it states the salary for seven part-time judges is \$53,000, so he would like clarification on which amount is correct. Also, as you go through the briefing document, it talks about the Sheriff's Department, the Solicitor, Magistrate, and the Detention Center are benefiting from the consolidation, but Richland County is getting no benefit. In the previous briefing document, there were additional considerations by Mr. Hayes, wherein he said, "There is concern about the fiscal impact being absorbed by the City, as well as incurring additional costs by the County." He inquired if there has been a change in the concern because it was not included in the updated briefing document.

Ms. D. Myers requested whoever is moving this item forward bring back information on what it costs us to host bond court, what the per head charge is, and what we pay our bond court judges, as opposed to the incremental increase. In terms of efficiencies, she does not doubt there are efficiencies to be realized. She just wants us to have a better idea of what we are recommending, in so far as helping Richland County. In tight budgetary times, we need more than just a recommendation because it is good for a municipality, or perceived to be good for the Detention Center.

Mr. Malinowski stated the updated briefing document says it is \$130.32 per defendant. The previous briefing document has a different amount.

Ms. D. Myers made a substitute motion, seconded by Mr. Malinowski, to defer this item until staff received the information requested by the committee.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

- b. Harris Govern Master License and Services Agreement (MLSA) for new CAMA System – Mr. Malinowski inquired if this is the Assessor's equipment, which was spoken about previously.

Ms. Dickerson responded that is her understanding.

Ms. Powell stated this is the update to the CAMA System for the Assessor's Office.

Ms. D. Myers inquired if it was in a previous budget.

Ms. Powell responded that she briefed Council on this in a previous Executive Session.

Mr. Malinowski inquired if the support and maintenance cost is above and beyond the amounts we have previously approved.

Ms. Powell responded the total cost is \$1.5M for the replacement of the system. You may recall, in the previous Executive Sessions, she mentioned there was a request for additional funding to keep the current system moving until the time of implementation. That moved forward separate, and apart from what we are coming before the committee with today.

Mr. Malinowski stated, for clarification, is the support and maintenance for the new system or the old system.

Ms. Powell responded it is for the new system and is included in the total bottom line figure.

Administration and Finance

May 21, 2020

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**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	May 05, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 19, 2021
Budget Review	James Hayes via email	Date:	May 06, 2021
Finance Review	Stacey Hamm via email	Date:	May 07, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Boiler Replacement at the Township Auditorium		

STAFF’S RECOMMENDED ACTION:

Staff recommends approval to award Request for Bid #RC-423-B-2021 – Township Auditorium Boiler Replacement to C&C Boiler Sales & Service Inc.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Staff requests approval of \$149,967 plus contingency of \$50,033 for a total of \$200,000 for the project. A higher than is customary contingency is requested for unforeseen circumstances due to the age of the boiler being removed (45 years) and the age of the building. \$200,000 was budgeted for the project and funding is available in the Operational Services Capital Improvement Bond Budget approved by Richland County Council in the FY21 budget.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The existing boiler at the Township Auditorium is old and has outlived its life expectancy, creating a unit that is inefficient and unreliable. Replacing the unit will increase the facilities' energy efficiency and its reliability. Both the State LLR and the County insurance underwriter determined that the unit could only sustain safe operation during the winter of 2020. Passing the inspections in November 2021 would not be given unless replacement or plans for replacement were in process. The bid cost includes the furnishing and installation of a new boiler, removal and proper disposal of the old, and all labor to complete the project. The timeframe of acquiring a new unit is of an urgent nature due to the potential for the replacement unit taking several weeks for delivery.

In March 2021, Procurement released Request for Bids # RC-423-B-2021, "Township Auditorium Boiler Replacement" which was publicly advertised. There was one respondent to the Request for Bid. Upon review, C&C Boiler Sales & Service Inc. was deemed a responsive, responsible bidder for this project.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Bid Tabulation

Attachment 1

RC-423-B-2021 - Township Auditorium Boiler Replacement

C&C Boiler Sales & Service, Inc

\$ 149,967.0

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	May 14, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 18, 2021
Budget Review	James Hayes via email	Date:	May 19, 2021
Finance Review	Stacey Hamm via email	Date:	May 18, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Township Auditorium Lighting Upgrades		

STAFF’S RECOMMENDED ACTION:

Staff recommends County Council approve contracting with Productions Unlimited in the amount of \$166,400 (plus a 10% Richland County controlled contingency of \$16,640) for a total amount of \$183,040.00. The contract would be for the company to retro-fit can lights (quantity 149) with LED lights in the auditorium area and tie them into the ION Control Desk EOS control system.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds for this project were identified and approved by Council through the FY21 budget process. The identified funds are in account 1344995000.530300/13443170.530300 and are encumbered on requisition R2102269.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Township Auditorium’s Executive Director requested the lighting enhancement as a result of over 40% of the existing can lights being burned out at one point. The enhancement involves retrofitting the existing can lights with LED lights and tying the new lights into the ION Control Desk EOS control system.

Tying lights into a stage production lighting control system is a complex process. There are only three companies within a 200 mile radius, one each in GA, NC, and SC, qualified to perform this work, per the ION Control Desk EOS control system manufacturer. The GA company never responded to the County’s inquiries. The South Carolina company, Productions Unlimited, is the only company familiar with the Township Auditorium’s lighting system as they provided the original programming of the lighting system. The NC company responded, but are unfamiliar with the Township Auditorium and the specific programming of the ION Control Desk EOS control system.

The current lighting system makes adequate lighting in the auditorium difficult. Replacement bulbs costs and availability have become economically and operationally burdensome. By retrofitting the lights to an LED system, these issues are resolved.

- Operational costs are reduced greatly (material costs and electrical costs associated with the bulbs and their associated air conditioning needs);
- Replacement of bulbs become much more infrequent;
- The Township gains better control of the lighting systems;
- This lighting enhancement is necessary for the efficient and effective use of County resources.

If Council approves the contract with Productions Unlimited, the County will issue a Purchase Order to the contractor and a Notice to Proceed letter to start the project. Once the project begins, the contractor will order the required materials, which are estimated to take 8 – 12 weeks for delivery.

Once all materials are received, the contractor will coordinate with the Township staff to schedule the work around productions. It is estimated that the work will take approximately two weeks once installation begins.

Procurement requested bids from the three authorized service providers who could work on the Township’s ION Control Desk EOS series. One vendor did not respond, the bids provided were:

Barbizon of Charlotte	\$165,928.05
Productions Unlimited	\$166,400.00

Although the bid from the North Carolina firm was \$471.95 lower, Procurement and Operational Services are in agreement that it is in the best interest of the County to award to Productions Unlimited as they have previously performed work at the Township including a structural review, installation of the grid over the arena floor, and installation of the stage counterweight rigging. Due to their familiarity with the 100+ year old facility, staff recommends award to Productions Unlimited. Richland County ordinance Article X Sec. 2-612 allows for purchase negotiations when lack of price or product

competition renders competitive procurement ineffective such as in cases when “repair and replacement parts of accessories peculiar to specialized equipment are needed” and when “resale price maintenance is practiced by manufacturers, such as exclusive dealerships”.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Aundrai Holloman, Executive Director of the Township Auditorium, requested this lighting enhancement through the budget process. Over 40% of the can lights were burned out at one point, preventing adequate lighting in the auditorium. Replacement bulbs have become cost-prohibitive (\$27.88/ bulb today versus \$10.23/bulb two years ago, a 272.5% increase) and are scarcely available. Only one material supplier ships from China; materials can take months to receive.

ATTACHMENTS:

None.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Stacey D. Hamm		Title:	Director
Department:	Finance	Division:		
Date Prepared:	May 11, 2021	Meeting Date:	May 25, 2021	
Legal Review	Elizabeth McLean via email		Date:	May 18, 2021
Budget Review	James Hayes via email		Date:	May 12, 2021
Approved for consideration:	Assistant County Administrator	Lori J. Thomas, MBA, CGFO		
Committee	Administration & Finance			
Subject:	Financial Audit Services			

STAFF'S RECOMMENDED ACTION:

Staff recommends that County Council approve the award of a contract to Mauldin & Jenkins for Financial Audit Services in the amount of \$116,000.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The services are budgeted in the Finance department's budget each year (110180900.527500).

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

A Financial audit is required each year to receive federal funds.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Richland County requested proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2021 with the option of auditing its financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with general accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Request for Proposal (RFP) #RC-419-P-2021 was issued on March 15, 2021. There was one submission. An evaluation team reviewed and scored the submittal and Mauldin & Jenkins was found responsive and responsible.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

None.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	April 29, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 10, 2021
Budget Review	James Hayes via email	Date:	May 11, 2021
Finance Review	Stacey Hamm Via email	Date:	May 11, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Tracked Excavator Purchase		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the award of a bid to MAY/RHI National Equipment Dealers for an 80,000 lb. excavator.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The cost of the 2021 Hyundai (HX350AL) Excavator is \$279,100.00. As part of the bid, the County requested the vendor’s trade-in allowance for the 2004 Caterpillar excavator being replaced. The vendor is allowing \$44,000.00 for a trade-in allowance, the highest allowance that was submitted. The total cost to the Solid Waste & Recycling Division will be \$235,100.00. This machine will be purchased through General Obligation (GO) Bond funding, account 1344995000-531400/13443650.531400.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Purchase of this replacement equipment will support landfill operations consistent with the requirements of our SCDHEC permit.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Division staff relies heavily on our excavator for daily activities at Richland County Landfill. In order to maintain compliance with our SC DHEC permit, the excavator is utilized to excavate cover dirt, remove overburden, load aggregates, clean out ponds, and other duties as needed. Our 2004 Caterpillar excavator currently has 4,634 hours of use. Reduced reliability along with accumulated repair costs have made a replacement necessary. Excavators and other heavy equipment operating in a landfill environment experience severe conditions to which other earth moving equipment is not routinely subjected. This type of an environment leads to heavy equipment's useful life being reduced by half as compared with the construction industry. Due to the condition of the excavator the trade-in allowance is fair and it is not expected that taking the equipment to auction would yield a price higher than the allowance; and in fact there is the risk it could sell for considerably less given the age and hours.

Request for Bid (RFB) #RC-421-B-2021 was issued on March 22, 2021. There were six submissions. The lowest bidder, Company Wrench, provided a bid for an excavator that did not meet the arm length required in the specifications. Therefore, the low bidder was determined to be non-responsive and the second lowest bidder, MAY/RHI National Equipment Dealers, was found to be the lowest, responsive and responsible bidder.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Bid Tabulation

RC-421-B-2021 80,000 lb Heavy Duty Hydraulic Excavator				Ascendum Machinery		Blanchard Machinery		Company Wrench		Flint Equipment		Hills Machinery Company		/RHI National Equipment De	
#	Items	Quantity	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	80,000 lb. Heavy Duty Hydraulic Excavator per specifications	1	EA	\$286,422.00	\$286,422.00	\$296,694.00	\$296,694.00	\$265,959.00	\$265,959.00	\$329,177.00	\$329,177.00	\$314,135.57	\$314,135.57	\$279,100.00	\$279,100.00
#0-2	Trade in Allowance- 2004 Caterpillar 330CL Excavator, with 4.468 hours of service. Equipment may be examined by appointment with Richland County C and D Landfill Supervisor, Alan Huffstetler, (803)576-2391. Trade-in offer should be clearly indicated in bid as a separate line item. Richland County reserves	1	EA	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$37,000.00	\$37,000.00	\$42,500.00	\$42,500.00	\$44,000.00	\$44,000.00
#0-3	Optional Extended Warranty- please attach warranty terms in Requested Information	1	EA	\$11,915.00	\$11,915.00	\$7,670.00	\$7,670.00	\$11,300.00	\$11,300.00	\$3,297.00	\$3,297.00	\$3,552.00	\$3,552.00	\$12,516.25	\$12,516.25

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	May 04, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 18, 2021
Budget Review	James Hayes via email	Date:	May 18, 2021
Finance Review	Stacey Hamm via email	Date:	May 18, 2021
Approved for consideration:	Assistant County Administrator		
Committee	Administration & Finance		
Subject:	Contract Award, RC-422-B-2021, County Line Trail Bridge Replacement		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the award of a construction contract to Republic Contracting Corporation for the repair and bridge replacement on County Line Trail

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is funded by a FEMA Disaster Relief Grant from the 2015 Flood. The title for this grant is FEMA Grant 4241(DR) – PW#257. Funds for the project are located in account– 1200992030.532200/4811000.532200 Purchase Requisition (PR) R2102102.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

During the 2015 Flood, the existing culvert under County Line Trail was washed out, and the road was subsequently closed. Since that time, County staff has requested grant funding from FEMA and has received approval. The project will replace old arch culverts with a new bridge structure providing better hydraulics for the water flow as well as less frequent maintenance needed from County crews.

FEMA approved an amount for construction of the improvements of \$597,392.07 which is lower than the bid amount. However, since this is a "Large Project" as defined by FEMA, they will reimburse the actual funds spent, so there will not be any shortfall on the project budget.

A Request for Bids RC-422-B-2021 was issued on March 23rd. There were three responses. Republic Contracting Corporation's bid of \$616,158.55 was the lowest responsive and responsible bid and was within the Engineer's Estimate for the project. Federal grant requirements do not allow for geographical preferences so there is no SLBE participation. Republic Contracting did include 39.9% minority/disadvantaged business participation on the project. The project budget shall include a 10% contingency of \$61,615.85 for a total amount of \$677,774.40.

Richland County Department of Public Works will manage the contractor that will be performing the repair and bridge replacement.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. FEMA Grant Documents
2. Location Map
3. SCEMD Email
4. Bid Tabulation

PA-04-SC-4241-PW-00257(2) <u>P</u>	
Applicant Name: RICHLAND (COUNTY)	Application Title: RCCDW01 - Road & Bridge Repair (3 Roads) CL, Lock, & BF
Period of Performance Start: 10-05-2015	Period of Performance End: 04-05-2017

Bundle Reference # (Amendment #) PA-04-SC-4241-PW-00257(1308)	Date Awarded 10-14-2020
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Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA 4241 - DR -SC	RCCDW01	079-99079-00	04-16-2018	C
APPLICANT: RICHLAND (COUNTY)			WORK COMPLETE AS OF: 01-14-2016 : 0 %	
Site 1 of 3				
DAMAGED FACILITY: County Line Road & Bridge			COUNTY: Richland	
LOCATION: PA-04-SC-4241-PW-00257(0): County Line Trail and bridge; Elgin, SC gps 34.12787 -80.79397 PA-04-SC-4241-PW-00257(1): PA-04-SC-4241-PW-00257(2):			LATITUDE: 34.12787	LONGITUDE: -80.79397
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS:				
<p>PA-04-SC-4241-PW-00257(0): During the incident period of October 1, 2015 to October 23, 2015 severe storms and heavy rainfall impacted Richland County. Rainfall during the period of October 1, 2015 to October 4, 2015 exceeded over 20 inches. Rivers, creeks and ponds were overfilled and overland flooding occurred in many parts of the county impacting roads, culverts and bridges. This PW covers damage to three (3) roads in the County. Damage description and dimensions are as follows:</p> <p>Site 1; County Line Trail and County Line Trail Bridge, Elgin, SC (GPS 34.12787, - 80.79397). 1,210 LF x 24 ft. wide gravel road, adjacent ditches, and an 18 inch culvert were washed out by overland floodwaters. The County Line Trail Bridge; a 22 LF x 24 ft. wide concrete bridge was eroded and washed out by floodwaters from a failure of an upstream reservoir and overland flooding. Dimensions are as follows:</p> <ol style="list-style-type: none"> 1) Floodwaters eroded and washed away 510 LF x 24 ft. width x 6 inch depth of gravel road surface and average depth of 3.5 ft. road base = 4 ft. total average depth of road. 2) Floodwaters eroded and washed away 1,020 LF x 2 ft. width x 2 ft. depth of adjacent road shoulders/ditches on both sides of the road. This damage occurred from GPS coordinates to County Line Trail Bridge. 3) Floodwaters eroded and washed away 1,400 LF x 2 ft. width x 2 ft. depth of adjacent road shoulders/ditches on both sides of the road. This damage occurred from GPS coordinates running South on County Line Trail. 4) County Line Trail Bridge was washed out by floodwaters. The bridge was 22 ft. long x 24 ft. wide x estimated 8 ft. high. The bridge was constructed in 1987 using three(3) 7.5 ft. wide x estimated 7.5 ft. deep x 24 ft. long precast reinforced arched concrete box culverts placed side by side. The box culverts had six(6) 4 ft. high x 7.5 ft. long x 12 inch thick precast reinforced concrete top flanges = 22 ft. per side, on both sides of the road. Two(2) 6 ft. wide x estimated 10 ft. deep x 12 inch thick reinforced concrete wing walls were placed on the upstream side at the joints to prevent joint erosion. Four (4) 17.75 ft. long x estimated 10 ft. deep x 12 inch thick reinforced concrete head walls placed for erosion control. 5) An 18 inch diameter x 24 LF. reinforced concrete pipe storm water culvert, crossing the road was eroded and the road was washed out around the culvert. The culvert was disturbed and suffered joint failure damage at each joint. <p>PA-04-SC-4241-PW-00257(1): ** ****Version 1****</p> <p>Site 1; County Line Trail and County Line Trail Bridge, Elgin, SC (GPS 34.12787, - 80.79397).</p> <p>A 1,210 LF x 24 LF wide gravel road, adjacent ditches, and an 18 inch culvert were washed out by torrential floodwaters. The County Line Trail Bridge; a 16 LF long x 24 LF wide concrete single span, three section, arch culvert bridge, was eroded and washed out by floodwaters from the failure of an upstream reservoir and the resulting flood waters.</p> <p>Damage description and dimensions are as follows:</p> <ol style="list-style-type: none"> 1) Floodwaters eroded and washed away 510 LF x 24 LF width x 6 inch depth of gravel road surface. 2) Floodwaters eroded and washed away 510 LF x 24 ft. width x average depth of 3.5 LF of road base material. 3) Floodwaters eroded and washed away 1,020 LF x 2 ft. width x 2 ft. depth of adjacent road shoulders/ditches running north of the bridge, on both sides of the road. 4) Floodwaters eroded and washed away 1,400 LF x 2 ft. width x 2 ft. depth of adjacent road shoulders/ditches running south of the bridge, on both sides of the road. 5) County Line Trail Bridge was washed out by floodwaters. The bridge was 16 ft. long x 24 ft. wide x estimated 8 ft. high. The single span bridge was constructed in 1987 using three (3) 8 ft. wide x estimated 7.5 ft. deep x 16 ft. long precast reinforced arched concrete bottomless culvert sections placed side by side. The con span culvert had six (6) 4 ft. high x 7.5 ft. long x 12 inch thick precast reinforced concrete top flanges = 22 ft. per side, on both sides of the road. <p>Two (2) 6 ft. wide x estimated 10 ft. deep x 12 inch thick reinforced concrete wing walls were placed on the upstream side at the joints to prevent joint erosion.</p> <p>Four (4) 17.75 ft. long x estimated 10 ft. deep x 12 inch thick reinforced concrete head walls placed for erosion control.</p> <p>Road base material which covered the culvert with approximately a 1.5 LF high freeboard, was lost. 16 LF x 24 LF x 1.5 LF = 19.5 CY of base.</p> <p>Road surface material was lost. 16 LF x 24 LF x .5 = 7.1 CY of surface gravel.</p> <ol style="list-style-type: none"> 6) An 18 inch diameter x 24 LF. reinforced concrete pipe storm water culvert, crossing the road was eroded and the road was washed out around the culvert. The culvert was disturbed and suffered joint failure damage at each joint. <p>** PA-04-SC-4241-PW-00257(2):</p> <p>Current Version:</p>				
SCOPE OF WORK:				
<p>PA-04-SC-4241-PW-00257(0): Site 1; Applicant intends to competitively bid the repair of County Line Rd. and bridge. Scope as follows;</p> <ol style="list-style-type: none"> 1) Repair an area 510 LF x 24 ft. width x 6 inch depth of road surface and average depth of 3.5 ft. road base = 4 ft. (510 X 24 X 4 = 48,960 cf/27 = 1,813 cy. of material. 2) Repair an area 1,020 LF x 2 ft. width x 2 ft. depth of road shoulders/ditches on both sides of the road. (1,020 X 2 X 2 = 4,080 cf/27 = 151 cy X 2 = 302 cy of material. 3) Repair an area 1,400 LF x 2 ft. width x 2 ft. depth of road shoulders/ditches on both sides of the road. (1,400 X 2 X 2 = 5,600 cf/27 = 207 cy of material. 4) Rebuild the concrete box culvert bridge 22 ft. long x 24 ft. wide x 8 ft. high using three (3) 7.5 ft. wide x 7.5 ft. deep x 24 ft. long precast reinforced arched concrete box culverts placed side by side. Replace six (6) 4 ft. high x 7.5 ft. long x 12 inch thick precast reinforced concrete top flanges on both sides of the bridge. Replace two(2) 6 ft. wide x 10 ft. deep x 12 inch thick reinforced concrete wing walls on the upstream side to prevent joint erosion. Replace four(4) 17.75 ft. long x 10 ft. deep x 12 inch thick reinforced concrete head walls for erosion control. 5) Replace an 18 inch diameter x 24 LF. reinforced concrete pipe storm water culvert under the road. <p>Estimated cost of repairs is \$344,638.00 (see CEF attached).</p>				
PROJECT NOTES				

Review of county documents indicates that County Line Trail Bridge is the responsibility of Richland County. The North approach to the bridge is the responsibility of Kershaw County. Repair estimates were prepared utilizing unit costs developed by SCDOT in the days following the event. SCDOT requested separate unit costs from 26 qualified state contractors. SCDOT then averaged these costs to produce an accurate post-event listing of unit costs. In addition, some unit costs had to be converted from the dimensions included in the DDD to weights included in the unit costs (i.e. CY to Tons).

DIRECT ADMINISTRATIVE COSTS

The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other sub-grantee activities and are not included in any approved indirect cost rates. The sub-grantee will claim both force account and contracted Direct Administrative Costs to manage the grant process from inception to closeout. The County engaged Tetra Tech through a competitively procured contract to assist with the FEMA Public Assistance Process. At this time, direct administrative costs are estimated at 5% of total project costs and will be based on actual reasonable costs directly chargeable to the project.

HAZARD MITIGATION The sub-grantee intends to explore Section 406 Hazard Mitigation measures for Site #1, County Line Trail to possibly include elevating and hardening bridge and approaches to prevent future loss. Increase storm water culvert size from 18 inch to 24 inch diameter for increase flow to prevent floodwater overtopping road loss. These options will be proposed through the engineering process amendment therefore no costs have been included at this time. The sub-grantee intends to explore Section 406 Hazard Mitigation measures for Site #2, Locklier Road, to possibly install riprap on the shoulder of each side of the road and around the inlet and outlet of the culvert to harden the washedout area to prevent future erosion. Site 3; The sub-grantee intends to explore Section 406 Mitigation measures to prevent future loss. Hazard Mitigation will be proposed through the engineering process and will be included in the anticipated PW version. PA-04-SC-4241-PW-00257(1); **

*****VERSION 1*****

Site 1; Applicant intends to competitively bid the repair of County Line Trail and bridge. Specific scope line items are as follows:

- 1) Repair an area 510 LF x 24 ft. width x 6 inch depth of road surface (510 X 24 X .5 = 6,120 CF /27 = 227 CY of road surface material.
- 2) Repair an area 510 LF x 24 ft. width x average depth of 3.5 ft. road base (510 X 24 X 3.5 = 42,840 CF /27 = 1,587 CY of base material.
- 3) Repair an area 1,020 LF x 2 ft. width x 2 ft. depth of road shoulders/ditches on both sides of the road. (1,020 X 2 X 2 = 4,080 CF /27 = 151 CY X 2 = 302 CY of material.
- 4) Repair an area 1,400 LF x 2 ft. width x 2 ft. depth of road shoulders/ditches on both sides of the road. (1,400 X 2 X 2 = 5,600 CF /27 = 207 CY of material.
- 5) Rebuild the single span concrete box culvert bridge 16 ft. long x 24 ft. wide x 8 ft. high using three (3) 8 ft. wide x 7.5 ft. deep x 16 ft. long precast reinforced arched concrete culvert sections placed side by side.

Replace six (6) 4 ft. high x 7.5 ft. long x 12 inch thick precast reinforced concrete top flanges on both sides of the bridge.

Replace two(2) 6 ft. wide x 10 ft. deep x 12 inch thick reinforced concrete wing walls on the upstream side to prevent joint erosion.

Replace four (4) 17.75 ft. long x 10 ft. deep x 12 inch thick reinforced concrete head walls for erosion control.

6). Replace an 18 inch diameter x 24 LF. Reinforced concrete pipe (RCP) storm water culvert under the road.

Estimated cost of in-kind repairs is \$481,624.00 (see CEF attached with hard and soft costs).

This large project was estimated using the Cost Estimating Format (CEF).

DAC Estimated - \$24,729.75

FEMA policy states that DAC include *costs that can be tracked, charged, and accounted for directly to a specific project and are limited to actual reasonable costs incurred for a specific project.

Eligible DAC - \$0.00

PROJECT NOTES

Applicant intends to repair the County Line Trail Bridge with an 1800 SY Cored Slab Bridge as a mitigation upgrade from the in-kind repair of a 3 section, single span arch culvert bridge. See attached Hazard Mitigation Proposal.

The costs will be in-kind repair without the Arch Culvert - \$299,673.99
Hazard Mitigation costs for a Core Slab Bridge with Rip Rap - \$297,718.08
A/E and Project Management costs - \$76,333.33
Total costs for the County Line Trail Bridge repair - \$673,725.40

Review of county documents indicates that County Line Trail Bridge is the responsibility of Richland County. The North approach to the bridge is the responsibility of Kershaw County. Repair estimates were prepared utilizing unit costs developed by SCDOT in the days following the event. SCDOT requested separate unit costs from 26 qualified state contractors. SCDOT then averaged these costs to produce an accurate post-event listing of unit costs. In addition, some unit costs had to be converted from the dimensions included in the DDD to weights included in the unit costs (i.e. CY to Tons).

AECOM was competitively procured by applicant to perform hydrologic and hydraulic studies for each site, then design, bid, manage, and close out the repairs. The contract costs for AECOM are divided into equal parts for each of the three sites. Site 1, County Line Road, will require more design work and additional permitting. An additional \$35,000.00 is included in the CEF for this site to defray those costs.

DIRECT ADMINISTRATIVE COSTS (ESTIMATED) FEMA policy states that DAC include *costs that can be tracked, charged, and accounted for directly to a specific project and are limited to actual reasonable costs incurred for a specific project.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the South Carolina Division of Emergency Management program representative Brittany Kelly, bkelly@emd.sc.gov prior to starting work. PA-04-SC-4241-PW-00257(2);

Current Version:

Site 2 of 3

DAMAGED FACILITY:

Locklier Rd.

COUNTY: Richland

LOCATION:

PA-04-SC-4241-PW-00257(0):
Locklier Rd. Blythewood, SC
gps 34.19042 -81.00705
PA-04-SC-4241-PW-00257(1):
No Change
PA-04-SC-4241-PW-00257(2):

LATITUDE:
34.19042

LONGITUDE:
-81.00705

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-SC-4241-PW-00257(0):
Locklier Road and drainage culvert was eroded and washed out by floodwaters from a branch of Beasley Creek and overland flooding. The following damages were the result of this event (GPS: 34.19042, -81.00705); Dimensions are as follows:

- 1) Floodwaters eroded and washed away 25 LF x 18 ft. width x 6 ft. depth 6 inch. deep gravel road surface and average of 5.5 ft. depth of road base = 6 ft. total average depth of road.
- 2) Road shoulders on both sides of the road were washed out 25 LF per side x 6 ft. W x 6 ft. D.
- 3) A 48 inch diameter x 28 LF reinforced concrete pipe drainage culvert, crossing the road was eroded and the road was washed out around the culvert. The 48 inch diameter culvert was disturbed and suffered joint failure damage at each joint.

PA-04-SC-4241-PW-00257(1):

During the incident period, Locklier Road (GPS: 34.19042, -81.00705) and two reinforced concrete pipe drainage culverts were eroded and washed out by floodwaters from a branch of Beasley Creek and additional overland flooding. The following damages were the result of this event:

- 1) Floodwaters eroded and washed away 25 LF x 18 LF wide x an average 5.5 LF deep section of road base was washed out.
- 2) Floodwaters eroded and washed away 25 LF x 18 LF wide x .5 LF deep section of gravel road surface was washed out.
- 3) Road shoulders on both sides of the road were washed out 25 LF per side x 6 LF wide x 6 LF deep.

- 4) A 30 LF long x 30 IN diameter RCP culvert, crossing the road, was eroded and the road was washed out around the culvert. The culvert suffered joint failure damage at each joint.
 - 5) A 27 LF long x 30 IN diameter RCP culvert, crossing the road, was eroded and the road was washed out around the culvert. The culvert suffered joint failure damage at each joint.
- PA-04-SC-4241-PW-00257(2);

Current Version:

SCOPE OF WORK:

PA-04-SC-4241-PW-00257(0):

Site 2; Applicant intends to competitively bid the repair of Locklier Rd. as follows;

- 1) Repair an area of road 25 LF x 18 ft. width x 6 ft. depth of 6 inch gravel road surface and average of 5.5 ft. depth of road base = 6 ft. total average depth of road. (25 LF x 18 ft. W x 6 ft. D = 2,700 cf/27 = 100 CY of road surface and base.
 - 2) Repair shoulders on both sides of the road in an area 25 LF per side x 6 ft. W x 6 ft. Depth = 900 cf/2 (slope factor) = 450 CF/27 = 16.7 CY per side x 2 sides = 33.4 CY of shoulder material. Total road material loss = 100 CY + 33.4 CY = 133.4 CY total.
 - 3) Replace a 48 inch diameter x 28 LF reinforced concrete pipe drainage culvert.
- Estimated cost of repairs is \$21,289.25

Additional costs as needed for engineering and design.

PA-04-SC-4241-PW-00257(1):

Site 2; Applicant intends to competitively procure a local engineering (AE) firm to design, bid, manage and closeout the repairs. Specific scope line item repairs are as follows:

- 1) Repair an area of road 25 LF x 18 LF wide x an average of 5.5 LF deep section of gravel road base. 25 x 18 x 5.5 = 2,475 CF /27 = 92 CY of base material.
- 2) Repair an area of road 25 LF x 18 LF wide x .5 LF deep section of gravel road surface. 25 x 18 x .5 = 225 CF /27 = 9 CY of surface material.
- 3) Repair shoulders on both sides of the road in an area 25 LF per side x 6 LF wide x 6 LF deep = 900 CF /2 (slope factor) = 450 CF /27 = 17 CY per side x 2 sides = 34 CY of shoulder material.
- 4) Replace a 30 LF long x 30 IN diameter reinforced concrete pipe drainage culvert.
- 5) Replace a 27 LF long x 30 IN diameter reinforced concrete pipe drainage culvert.

Total Base Material; 126 CY

Total Surface Material; 9 CY

Estimated cost submitted - \$300,800.00
(includes upgrade, code and standard, to culverts)

Estimated costs to repair in-kind - \$49,783.56
PA-04-SC-4241-PW-00257(2);

Current Version:

Site 3 of 3

DAMAGED FACILITY:

Bud Keef Rd.

COUNTY: Richland

LOCATION:

PA-04-SC-4241-PW-00257(0):
Bud Keef Rd. Columbia, SC
gps 34.18213 -80.90087
PA-04-SC-4241-PW-00257(1):
PA-04-SC-4241-PW-00257(2):

LATITUDE:
34.18213

LONGITUDE:
-80.90087

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-SC-4241-PW-00257(0):

During the event, stream and overland flooding caused erosion/wash out of a section of Bud Keef Road.(34.18213 -80.90087. The following damages were the result of this event;

- 1) A 25 LF x 12 ft. wide x 4 ft. deep section of gravel road was washed out.
- 2) A 25 LF x 10 ft. wide x 4 ft. deep section of road embankment/runoff area was washed out.
- 3) A 400 LF x 25 ft. wide x 1 ft. deep section of gravel road surface and road base was eroded and washed out.
- 4) A 400 LF x 4 ft. wide x 1 ft. deep section of ditch on both sides of the road needs to be redefined.

PA-04-SC-4241-PW-00257(1):

During the incident period, stream and overland flooding caused erosion/wash out of a section of Bud Keef Road.(34.18213 -80.90087. The event also damaged two reinforced concrete pipe culverts. The following damages were the result of this event:

- 1) A 25 LF x 12 LF wide x 3.5 LF deep section of gravel road base was washed out.
 - 2) A 25 LF x 12 LF wide x.5 LF deep section of gravel road surface was washed out.
 - 3) A 25 LF x 10 LF wide x 4 LF deep section of road embankment/runoff area was washed out.
 - 4) A 400 LF x 25 LF wide x .5 LF deep section of gravel road surface was eroded and washed out.
 - 5) A 400 LF x 25 LF wide x .5 LF deep section of road base was eroded and washed out.
 - 6) A 400 LF x 4 ft. wide x 1 ft. deep section of ditch on both sides of the road needs to be redefined.
 - 7) A 20 LF long x 30 IN diameter RCP culvert suffered joint damage throughout its length due to erosion effects from the flood waters.
 - 8) A 28 LF long x 30 IN diameter RCP culvert suffered joint damage throughout its length due to erosion effects from the flood waters.
- PA-04-SC-4241-PW-00257(2):

Current Version:

SCOPE OF WORK:

PA-04-SC-4241-PW-00257(0):

Site 3; Applicant intends to competitively procure a local engineering (AE) firm to design, bid, manage and closeout the repairs. Scope as follows;

- 1) Repair a 25 LF x 12 ft. wide x 4 ft. deep section of gravel road. (25 x 12 x 4 = 1,200 cf/27 = 44.4 CY of material.
 - 2) Repair 25 LF x 10 ft. wide x 4 ft. deep section of road embankment/runoff area. (25 x 10 x 4 = 1,000 cf/27 = 37 CY of material).
 - 3) Repair a 400 LF x 25 ft. wide x 1 ft. deep section of gravel road surface and road base. 400 x 25 x 1 = 10,000 cf/27 = 370 CY of material.
 - 4) Clean and shape 400 LF x 4 ft. wide x 1 ft. deep section of ditch on both sides of the road. (400 x 2 = 800 LF).
- Estimated cost of repairs is \$83,019.09

Additional costs as needed for engineering and design.

PA-04-SC-4241-PW-00257(1):

Site 3; Applicant intends to competitively procure a local engineering (AE) firm to design, bid, manage and closeout the repairs. Specific scope line item repairs are as follows:

- 1) Repair a 25 LF x 12 LF wide x 3.5 LF deep section of gravel road base. 25 x 12 x 3.5 = 1,050 CF /27 = 39 CY of material.
- 2) Repair a 25 LF x 12 LF wide x.5 LF deep section of gravel road surface. 25 x 12 x .5 = 150 CF /27 = 6 CY of material.
- 3) Repair 25 LF x 10 LF wide x 4 LF deep section of road embankment/runoff area. 25 x 10 x 4 = 1,000 CF /27 = 37 CY of material.
- 4) Repair a 400 LF x 25 LF wide x .5 LF deep section of gravel road surface. 400 x 25 x .5 = 5,000 CF /27 = 185 CY of material.
- 5) Repair a 400 LF x 25 LF wide x .5 LF deep section of gravel road base. 400 x 25 x .5 = 5,000 CF /27 = 185 CY of material.
- 6) Clean and shape a 400 LF x 4 LF wide x 1 LF deep section of ditch on both sides of the road. 400 x 4 x 1 = 405 CF /27 = 15 CY
- 7) Replace a 20 LF long x 30 IN diameter RCP storm water culvert.
- 8) Replace a 28 LF long x 30 IN diameter RCP storm water culvert.

Total Base Material: 261 CY

Total Surface Material: 191 CY

Estimated cost submitted - \$315,014
(includes upgrade, code and standard, to culverts)

Estimated costs to repair in-kind - \$78,116.58
PA-04-SC-4241-PW-00257(2):

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? Yes No Special Considerations included? Yes No

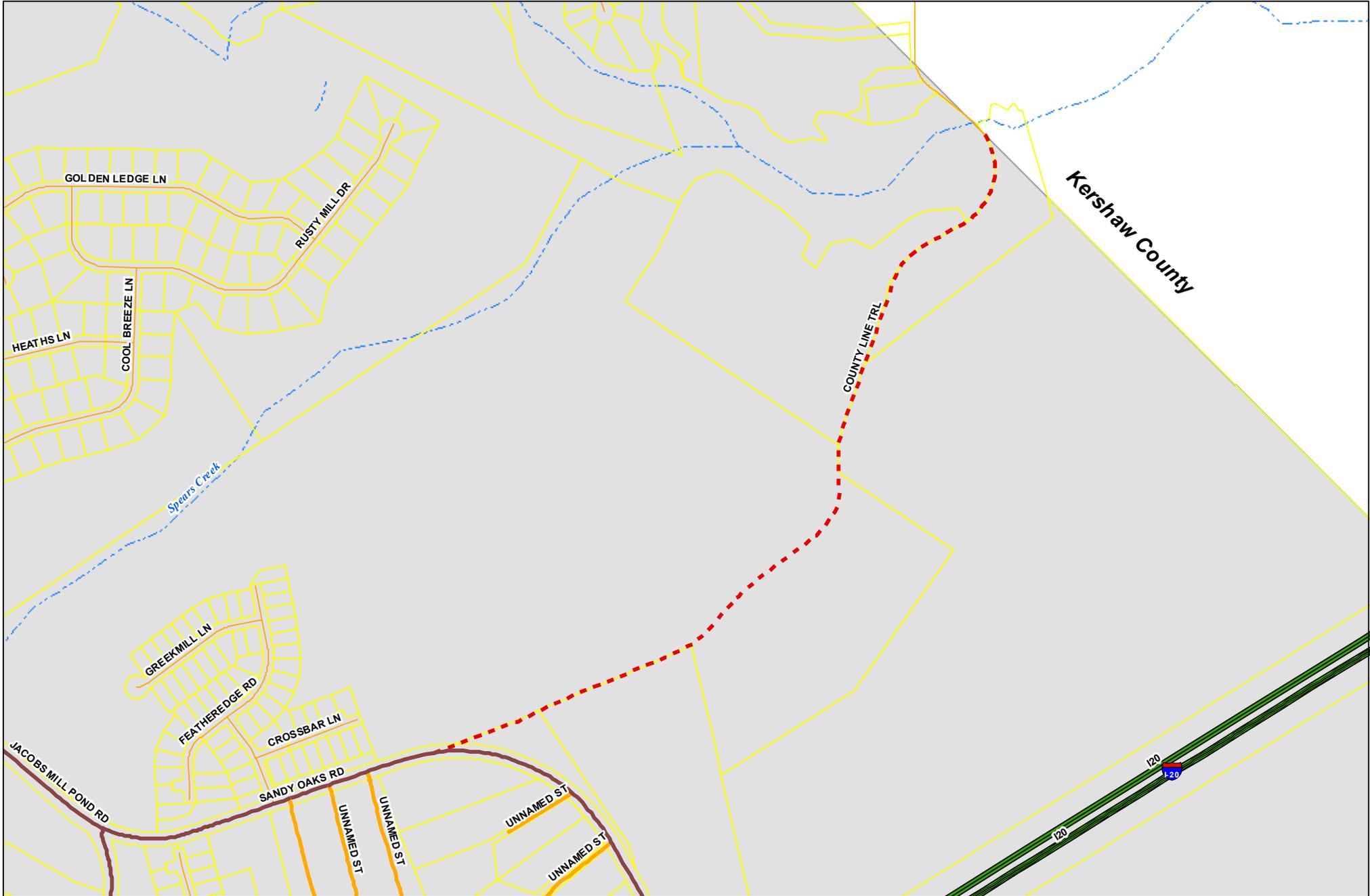
Hazard Mitigation proposal included? Yes No Is there insurance coverage on this facility? Yes No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 448,946.34	\$ 448,946.34
		Direct Subgrantee Admin Cost			
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 24,729.75	\$ 24,729.75
		*** Version 1 ***			
		Work To Be Completed			
3	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ -448,946.34	\$ -448,946.34
4	0000	LOCKLIER ROAD	0/LS	\$ 0.00	\$ 0.00
5	9001	Contract	1/LS	\$ 49,783.56	\$ 49,783.56
6	0000	BUD KEEF ROAD	0/LS	\$ 0.00	\$ 0.00
7	9001	Contract	1/LS	\$ 78,116.58	\$ 78,116.58
8	0000	COUNTY LINE AND TRAIL	0/LS	\$ 0.00	\$ 0.00
9	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 481,624.00	\$ 481,624.00
		Direct Subgrantee Admin Cost			
10	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ -24,729.75	\$ -24,729.75
		*** Version 2 ***			
		Work To Be Completed			
11	9999	V-2 Mitigation Reductions for in-kind repair	1/EA	\$ -181,950.01	\$ -181,950.01
12	9999	A/E and Management	1/EA	\$ 76,333.33	\$ 76,333.33
13	0909	Hazard Mitigation Proposal	1/LS	\$ 297,718.08	\$ 297,718.08
				TOTAL COST	\$ 801,625.54

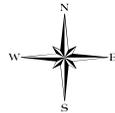
PREPARED BY DANIEL HOELLER and Kirk Brown	TITLE Project Specialist	SIGNATURE
APPLICANT REP. Miranda Spivey	TITLE Division Manager-Fire	SIGNATURE

County Line Trl



Legend

- | | | |
|-----------|-----------------|------------|
| Waterbody | Other | SCDOT |
| Streams | County Paved | Interstate |
| Parcels | County Unpaved | Proposed |
| | Private / Other | None |



1 inch = 1600 feet

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

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



STEPHEN STALEY

From: Edwards, Erika <eedwards@emd.sc.gov>
Sent: Wednesday, May 5, 2021 11:30 AM
To: STEPHEN STALEY
Cc: Volk, Allison
Subject: County Line Trail Cost
Attachments: Federal Emergency Management Agency E-Grants _ Subgrant Application - FEMA Form 90-91.pdf

Good morning Stephen,

The PW is the official document showing that FEMA, SCEMD, and the applicant have all reviewed and agreed upon the written cost and scope captured in the project. The latest version (Version 2 – see attached) was obligated or awarded on 10-14-2020 for the amount of \$801,625.54. This includes damages for Bud, Locklier, and County Line Trail Roads. The total cost for County Line Trail is \$673,725.40 (See the Attached PW 90-91 Project notes). Please make sure to follow proper procurement and the approved scope of work in Version 2. The funding is obligated, but since it is a large project, the County will need to submit a Request for Reimbursement based on the actual costs incurred in order to receive the funds.

- See FEMA form 90-91
PROJECT NOTES

Applicant intends to repair the County Line Trail Bridge with an 1800 SY Cored Slab Bridge as a mitigation upgrade from the in-kind repair of a 3 section, single span arch culvert bridge. See attached Hazard Mitigation Proposal.

The costs will be in-kind repair without the Arch Culvert - \$299,673.99
Hazard Mitigation costs for a Core Slab Bridge with Rip Rap - \$297,718.08
A/E and Project Management costs - \$76,333.33
Total costs for the County Line Trail Bridge repair - \$673,725.40

Let Allison or myself know if you have any questions.

Sincerely,

Erika Edwards
Public Assistance Coordinator
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172
eedwards@emd.sc.gov
(803) 528-3462
7:00am-3:30pm

RC-422-B-2021 County Line Trail Improvements

	Cherokee, Inc.	McClam and Associates Inc	Republic Contracting Corporation
Total Cost	\$ 801,486.4	\$ 660,519.6	\$ 616,158.55



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	April 29, 2021	Meeting Date:	May 25, 2021
Legal Review	Elizabeth McLean via email	Date:	May 17, 2021
Budget Review	James Hayes via email	Date:	May 18, 2021
Finance Review	Stacey Hamm via email	Date:	May 11, 2021
Approved for consideration:	Assistant County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Award recommendation, CDBG-DR Grant, Danbury Drainage Improvements		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the award of a contract for construction of the CDBG-DR Grant funded Danbury Drive Drainage Improvements to L-J, Inc.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is 100% funded by the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds. The CDBG-DR action plan includes \$2.1 million for infrastructure projects. The current bid of \$1,042,762.00 is within the Engineer’s Estimate and CDBG-DR funding allocation. The Project Budget is located in Key – 1250188000.532200/4600600.532200. Purchase Requisition (PR) R2101922.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

As part of its long term recovery strategy, Richland County developed an Action Plan for the use of the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds received after the October 2015 flood. The County's internal work group and the Blue Ribbon Committee (BRC) identified improvements to public infrastructure and facilities that will reduce impacts of future storms on public safety and property damage as one of the priorities for use of CDBG-DR funds. The Danbury Drive Basin (County Council District 3) area was identified as the infrastructure and resiliency project due to the frequent flooding in the area and impacts on the infrastructure before and after the 2015 flood. County Council approved the CDBG-DR action plan to include \$2.1 million toward infrastructure projects on September 13, 2016.

Solicitation # RC-407-B-2021 was advertised in March 2021. One bid was received by L-J, Inc. L-J Inc. is a Richland County based business. Federal grant requirements do not allow for geographical preferences so there is no SLBE participation. L-J Inc. did include 13.9% minority/disadvantaged business participation on the project. The bid was evaluated and determined to be fair and reasonable- the bid amount of \$1,042,762.00 was 5% below the engineer's estimate. The project budget shall include a 10% contingency of \$104,276.20 for a total amount of \$1,147,038.20.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Danbury Drive Basin Map 21
2. Bid Tabulation



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Job Number: 23466	Produced: 6/18/2014	Produced By: RPK	Modified:	Modified By:
File: Z:\23466\23466.000\GIS\Xsd\Danbury_Warner\DanburyDriveBasin.mxd		Vertical Datum:		
Thomas & Hutton compiled the map information from the following sources:		Date		
Data	Source	Date		
<small>DISCLAIMER Where Thomas & Hutton is cited as the data source, the firm has created or verified the data. For all other sources cited, Thomas & Hutton used the data "as is" and has made no independent investigation of the data, and makes no representation as to the accuracy or completeness of the data. Please see each source for available documentation of its respective datasets. Copyright © 2010 by Thomas & Hutton. No part of this document may be reproduced without written permission from an officer of Thomas & Hutton.</small>				

Danbury Drive Basin
Richland County, SC

THOMAS & HUTTON
 682 JOHNNIE DODDS BLVD. SUITE 100 • PO BOX 1522
 W. PLEASANT, SC 29465-1522 • 843.549.0200
 www.thomasandhutton.com
GEOGRAPHIC INFORMATION SYSTEMS

Savannah, GA | Brunswick, GA | Myrtle Beach, SC | Wilmington, NC

RC-407-B-2021 Danbury Drive Drainage Project

Total Cost	L - J, Inc. \$ 1,042,762.0
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Agenda Briefing

Prepared by:	Quinton Epps	Title:	Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	May 10, 2021	Meeting Date:	May 19, 2021
Legal Review	Elizabeth McLean via email	Date:	May 18, 2021
Budget Review	James Hayes via email	Date:	May 13, 2021
Finance Review	Stacey Hamm via email	Date:	May 13, 2021
Approved for consideration:	Assistant County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Award Bridge and Dirt Road Improvement Project		

STAFF'S RECOMMENDED ACTION:

The Richland County Conservation Commission (RCCC) requests the Committee concur with the proposed award of a contract to Carolina Transportation Engineers & Assoc., PC in the amount of \$250,000 for County Council consideration.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project will be funded by Conservation Commission's budget line 1209451000.526500, Purchase Requisition R2100973.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Conservation Commission (RCCC) was created by the Richland County Council in 1998 by ordinance. The RCCC is charged with promoting the protection of the county's natural, historical, and cultural resources and promoting nature-based recreation and eco- and heritage tourism. Among the county-owned conservation properties RCCC manages is an approximately 2,500-acre tract of land along the Congaree River known as Mill Creek which is accessed from Old Bluff Road. During flooding in early February 2020, a wooden bridge on the Mill Creek property was damaged; RCCC seeks to replace the damaged wooden bridge. Originally, the proposed project included enhancements to the approximately 1.7 mile entrance road to the damaged bridge; however, after consultation with the selected vendor and review of the proposed design costs, the project has been amended to remove the entrance road enhancements.

The existing damaged bridge is approximately 70 ft. long by 15 ft. wide. The damaged bridge must be replaced to fully access the Upper and Lower Tracts of the Mill Creek property.

The RCCC approved the proposed design contract at its May 6, 2021 Special Called Meeting and requests approval to enter into a contract valued at \$250,000 with Carolina Transportation Engineers & Assoc., PC for the delivery of a replacement bridge design for the damaged bridge located on the Mill Creek conservation property.

Procurement issued Solicitation RC-393-Q-2021, "Bridge and Dirt Road Improvement" which was publicly advertised. There were (6) respondents to the Request for Qualification. An Evaluation Team of three County personnel was selected based on their experience and qualifications. The highest ranked Offeror was Carolina Transportation Engineers & Assoc., PC. .

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Scope of Work
2. Project Location and Parcel Boundary Map

ATTACHMENT A

SCOPE OF WORK

Richland County Conservation Commission (RCCC)

Bridge Replacement Over Mill Creek

Richland County, South Carolina

February 15, 2021

Revised April 16, 2021

Revised May 10, 2021

PROJECT DESCRIPTION

The Richland County Conservation Commission (**RCCC**) proposes to replace an existing bridge over Mill Creek in Richland County, SC. The new bridge will accommodate one (1) eleven (11) foot lane, two (2) one (1) foot shoulders and two (2) one (1) foot parapets. It is anticipated that the replacement bridge will be constructed on-existing alignment.

The scope of services addresses all tasks necessary for the delivery of a replacement bridge design and associated roadway improvement suitable for letting to construction by the **RCCC**. The scope of services to be performed by the **CONSULTANT** will include project organization and management, environmental documentation and permitting, bridge and roadway design, hydrology and hydraulic design, hazardous material surveys and reports, construction phase services and geotechnical study and design.

Further discussion with the County, including a site visit with the design team, noted the existing bridge is insufficient and may require as much money for repair as it will to replace. We therefore have omitted the bridge inspection and rehabilitation design fees

Survey will be conducted along the roadway to the approximate toe of slope each side, or a minimum of 20 ft each side of centerline in the vicinity of the bridge only. Survey will be performed upstream and downstream of the bridge for hydraulic study purposes.

The Team will develop a roadway profile to accommodate a 25-yr storm at the bridge.

Fees developed for the scope of services are for the replacement of the bridge and appropriate engineering disciplines in the immediate vicinity of the bridge.

The project is anticipated to be completed on the schedule shown below.

MILESTONE PROJECT SCHEDULE

Notice to Proceed	
Surveys & field investigations	4 months after NTP
Preliminary Bridge Plans Complete	6 months after NTP
Environmental Documentation	6 months after NTP
Right-of-Way Plans	6 months after NTP
Permit submittal	12 months after NTP
Construction Plans Complete	13 months after NTP
Construction Obligation	16 months after NTP
Let for Construction	18 months after NTP

QUALITY CONTROL

It is the intention of the **RCCC** that design **CONSULTANTS** are held responsible for their work, including plans review. The **CONSULTANT** shall implement quality control measures to produce plans that conform to the **RCCC** expectations as well as SCDOT and FHWA guidelines and standards as applicable with respect to the scope definitions below.

The **CONSULTANT** shall be responsible for utilizing Quality Control procedures to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The **CONSULTANT** shall correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

CONTRACT CHANGES

CONSULTANT shall notify **RCCC** of any event that causes or may cause a change in the contract within fifteen (15) working days of the incident.

SUMMARY OF WORK

Task 1: Project Organization and Management

Task 2: Field Surveys

Task 3: Environmental Documentation and Permitting

Task 4: Subsurface Utility Engineering (SUE) (NOT APPLICABLE)

Task 5: Geotechnical Study and Design (NOT APPLICABLE)

Task 6: Bridge Design

Task 7: Roadway Design

Task 8: Hydrology and Hydraulic Design

Task 9: Hazardous Material Surveys and Reports

Task 10: Utility Coordination (NOT APPLICABLE)

Task 11: Right-of-Way Coordination (NOT APPLICABLE)

Task 12: Construction Services

1. PROJECT ORGANIZATION AND MANAGEMENT

1.1 Project Management

The management of the project will include coordination with the **RCCC**, coordination with sub-**CONSULTANTS**, and preparation of presentation materials. It is assumed that ten (10) virtual coordination meetings will be conducted as necessary throughout the project duration to provide an opportunity for the key team members to review the incremental progress of the project and for general project coordination to discuss design specifics. Meetings will include Consultant and Subconsultants and may include **RCCC** and other involved agencies. The **CONSULTANT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. The **CONSULTANT** will provide a summary of each status meeting. **CONSULTANT** will prepare for and attend up to one (1) meeting with County Council regarding the project.

1.2 Schedule

Project tasks will be expanded to develop a flow chart of activities and a milestone schedule. The flow chart and schedule will provide key team members (**RCCC** and **CONSULTANT** representatives) with a sequential scheme of events and dates to measure the project progress.

1.3 Progress Report

Each month the **CONSULTANT** will develop a progress report that will be provided to the **RCCC** for review and comment. The report will detail the month's activities, schedule adherence and report any upcoming project milestones. This report will accompany each month's invoice.

1.4 On Site Meetings

Representatives from the **RCCC** and **CONSULTANT**, involved in roadway, bridge, environmental, utility and hydrologic design, will perform three (3) field review meetings of the project during the right-of-way plan development, preliminary plan development and final construction plan development. All information gathered during these field investigations will be evaluated and plans revised accordingly. The **CONSULTANT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. The **CONSULTANT** will provide a summary of each field review.

1.5 Deliverables:

There will be ten (10) meeting agendas and summaries throughout the project. Three (3) field review for agendas and summaries, four (4) preliminary plan design stage, design field review state, right-of-way plan stage and final construction plans stage.

2. FIELD SURVEYS

2.1 **CONSULTANT** shall perform field surveys as outlined below to determine accurate elevations and locations of existing facilities.

2.2 Establish Horizontal and Vertical Control

2.2.1 **CONSULTANT** will establish 2 GPS points (1 pair) located at the cabin.

2.2.2 Two control points will be set, with horizontal & vertical datum, near the bridge

2.2.3 All GPS and baseline points will be 18"-24" No. 5 Rebar and Cap unless otherwise

noted. Horizontal accuracy will be greater than 1/20,000.

2.2.4 Vertical elevations will be established utilizing a digital level.

2.3 Bridge Structure/Stream Bed/Roadway Approach

2.3.1 **CONSULTANT** will locate the headwalls at both ends of the bridge and top edge of each side of the wooden bridge. SEPI will locate approximately 100' upstream and downstream of a creek located the end of Mosley Oak Road including 100' each direction of the bridge for roadway location being 25' each side of center line.

2.4 Wetlands

2.4.1 **CONSULTANT** will locate and map any wetlands located within limits of surveyed areas.

2.5 Exclusions

2.5.1 **CONSULTANT** will not locate any below ground utilities.

2.5.2 With the exception of the surveys required for roadway approach at the bridge, as noted in section 2.3, **CONSULTANT** will not perform any other surveys associated with dirt road leading to the bridge site.

3 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

3.1 GIS Review & Permitting Requirements Overview

3.1.1 Desktop GIS Surveys and Permitting Requirements Review

Within two weeks of the date that the COUNTY provides a Notice to Proceed (NTP) for the subject project, and prior to commencement of design, the **CONSULTANT** shall make a determination of the environmental and/or navigational permits expected to be required for the subject project on a permit determination form. This information will inform the COUNTY of the anticipated permits and will be incorporated in the project schedule to ensure compliance.

3.1.2 Desktop Survey

The **CONSULTANT** shall perform a desktop including but not limited to: assessing readily available GIS data (soils, hydrography, National Wetlands Inventory, etc.).

Deliverables:

- List of applicable permits under which the roadway improvements and/or the bridge replacement may qualify.
- List of supplemental studies required for permits.
- Supplemental maps depicting environmental constraints.

3.1.3 Establish Study Area - The **CONSULTANT** shall define the proposed study area to be utilized during the environmental analysis and review. The **CONSULTANT** will coordinate with project engineers, project managers, and environmental staff from the COUNTY to ensure that the study area sufficiently encompasses proposed design alternatives to the greatest extent practicable.

3.2 Jurisdictional Determination and Waters of the U.S. – As required by the potential presence of wetlands and waters of the US, the CONSULTANT shall delineate wetlands and waters of the US utilizing the three-parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 USACOE Wetland Delineation Manual and the 2020 Navigable Waters Protection Rule. Identification and marking of any upland/wetland boundaries with sequentially numbered flags. Additionally, using sub-meter GPS or survey data, the CONSULTANT will plot the wetland boundaries on aerial photography.

The **CONSULTANT** shall provide an assessment and documentation of site conditions as to the presence and/or absence of jurisdictional areas. If jurisdictional waters of the U.S. are identified and are being impacted by the project, then the **CONSULTANT** will prepare and submit a Request for Jurisdictional Determination (JD) package to the **COUNTY/SCDOT** for review and subsequent submittal to the United States Army Corps of Engineers (USACE).

The JD request is to include all necessary documentation for USACE approval. The JD Request package will include the project site location figures such as County Map, USGS Topography Map, and NRCS Soil Survey Map, and aerial photography. Figures depicting the delineated jurisdictional boundaries of waters of the U.S. will also be produced. Other items to be prepared and submitted with the JD Request package will include representative photographs of each wetland area or wetland types delineated within the project study area and wetland determination data forms of each wetland area and the adjacent upland.

Assumptions:

- JD will only be prepared if impacts to wetlands or streams cannot be avoided.
- Preliminary JD (PJD) or Delineation submitted with permit PCN will be requested.

3.3 Permit Acquisition

3.3.1 Preparation and Submittal of a Clean Water Act Section 404/401 Application – If a Clean Water Act Section 404/401 permit is applicable, then the **CONSULTANT** shall prepare the 404/401 permit application in the format specified by the Charleston District Corps of Engineers. The **CONSULTANT** is responsible for securing all permits/certifications involved with acquiring an approved 404 Permit and 401 Water Quality Certification. In the completed application, the **CONSULTANT** shall document all proposed impacts to Waters of the U.S.

3.3.2 Preparation of Drawings and Maps - As part of the Clean Water Act Section 404/401 permit application package, the **CONSULTANT** shall submit drawings depicting the proposed jurisdictional impacts to waters of the U.S. on the subject property. The **CONSULTANT** shall include the surveyed or measured boundaries of jurisdictional waters to establish the proposed jurisdictional impacts. The **CONSULTANT** is to ensure

all waters of the US called out in the Project JD are identified in the permit application; even if no impact.

- 3.3.3 Negotiations and Permit Acquisition - The **CONSULTANT** will work with federal, state and local representatives throughout the course of the permit application process, and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit acquisition.

The **CONSULTANT** shall also furnish supplemental information in support of the Section 404/401 permit application, (e.g., NEPA, Cultural resource review, Threatened & Endangered Species Report, clarification, additional information or responses to comments, etc.). The **CONSULTANT** will also prepare the appropriate responses to agency comments received as a part of the Nationwide permit authorization request, as directed by the **COUNTY**.

- 3.3.4 Compensatory Mitigation Plan - It is assumed that mitigation credits will be provided from an approved mitigation bank. The **COUNTY** will provide the appropriate mitigation bank and inform the **CONSULTANT** which bank to list in the permit application. The **COUNTY** will be responsible for coordinating the acquisition of any required mitigation credits required.

Assumptions:

- Permit will be required if impacts to wetlands or streams cannot be avoided.
- Nationwide Permit will be pursued (NW 14 or NW 42)
- Mitigation to be provided from Mill Creek Mitigation Bank.

3.4 Supporting Studies

- 3.4.1 Threatened & Endangered Species Survey - **CONSULTANT** will perform an investigation for federally listed threatened or endangered species/habitat evaluation during the U.S. Fish and Wildlife Service's optimal survey windows for the specific species. Fieldwork should be conducted during field days for other studies, such as wetland/stream delineations, to the greatest extent practicable. The results of the investigation will be incorporated into the environmental document as a Biological Evaluation (BE) for Threatened and Endangered Species. The **CONSULTANT** shall comply with Section 7 of the Endangered Species Act and provide the appropriate reports to the **COUNTY**. If informal consultation with the USFWS is required, USACE shall be responsible for performing this part of the project development process. Any concessions in either the scope of work or construction activities or mitigation measures will require prior **COUNTY** approval, and once approved by USFWS, shall be included as an environmental commitment in the environmental document. Any correspondence or communication with USFWS must receive prior approval by the **COUNTY**. If formal consultation is required, USACE will initiate and handle, but additional scope and fee negotiations will be required for **CONSULTANT** to provide supplemental information.

3.4.2 Cultural Resources (Historical, Archaeological) – The **CONSULTANT** will perform Cultural Resources studies and will incorporate the findings of the report into the permit application document.

Deliverables:

- Electronic PJD or Wetland Delineation with Permit Application request package;
- Electronic copy of draft supplemental information to support permit application;
- Electronic version of final permit drawings and maps.
- Electronic copy of approved JD limits within two (2) weeks of PJD approval
- Nationwide Permit authorization from USACE to complete bridge replacement only

4 SUBSURFACE UTILITY ENGINEERING (SUE)

4.1.1 **CONSULTANT** does not anticipate locating any utilities for this project but can provide SUE services at additional fees if requested or required.

5 GEOTECHNICAL STUDY AND DESIGN

5.1 Not Applicable.

6 BRIDGE STRUCTURAL DESIGN AND PLAN DEVELOPMENT

6.1 The **CONSULTANT** will develop bridge plans to construct a new bridge on existing dirt road over Mill Creek in Richland County. The bridge will be a single span concrete box beam structure with concrete barriers. The bridge will carry one alternating lane of traffic over Mill Creek. The **CONSULTANT** will provide Richland County Conservation Commission (RCCC) the following for this structure:

6.2 Design Basis Statement

The **CONSULTANT** shall conform to the following in preparation of the bridge plans: SCDOT, FHWA and Richland County design standards. During plan development, the **CONSULTANT** shall use the most recent standards in effect at contract execution. **CONSULTANT** will be allowed to use Standards as developed by other states, so long as all plans are sealed by a Professional Engineer registered in South Carolina.

6.3 Preliminary Bridge Plans

The **CONSULTANT** will develop Preliminary Bridge Plans in accordance with SCDOT Bridge Design Manual and PCDM-11, Low Volume Criteria, and in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions and clearances. Development of the Preliminary Bridge Plans shall begin after and include recommendations from the Preliminary Bridge Geotechnical Engineering Report (PBGER). The Preliminary Bridge Plans shall be approved by the **RCCC** prior to beginning 95 % Bridge Plans. Plans shall be neatly drawn and professionally prepared. Plans shall be complete and fully checked by **CONSULTANT** before submittal to the **RCCC** for review.

6.4 95% Bridge Plans

The **CONSULTANT** shall develop 95% Bridge Plans in accordance with the SCDOT Bridge Design Manual. Development of the 95% Bridge Plans shall begin after approval of Preliminary Bridge

Plans. Comments made by the **RCCC** during the Preliminary Bridge Plan review shall be addressed and incorporated into the 95% Bridge Plan submittal, with responses to each comment provided on the comment matrix.

6.5 Final Bridge Plans

The **CONSULTANT** will develop final bridge plans. Comments made by the **RCCC** during the 95% Plan review will be addressed and incorporated into the Final Bridge Plan submittal, with responses to each comment provided on the comment matrix. Constructability of the bridge superstructure and substructures shall be considered in the development of the plans.

6.6 Deliverables

- One (1) electronic PDF of the Preliminary Bridge Plans
- One (1) electronic PDF copy of the 95% Bridge Plans
- One (1) electronic PDF file of Final Bridge Plans electronically signed and sealed.
- One (1) electronic PDF of the Final Bridge Geotechnical Engineering Report (FBGER).
- One (1) updated electronic PDF bridge construction cost estimate
- One (1) electronic PDF of Final Seismic Design Summary Report
- One (1) electronic PDF copy of final bridge pay item cost estimate

7 ROADWAY DESIGN

Roadway Design will be completed in accordance with the policies and practices of SCDOT and Richland County, including the Richland County Low Volume Traffic Design Manual and AASHTO's Guidelines for Geometric Design of Low-Volume Roads. The intent will be to match the existing horizontal curvature and vertical profile as best possible.

7.1 Preliminary Design and Plans

7.1.1 Base Information

The information gathered in the Survey Task will be used to develop base plans upon which the proposed improvements will be shown.

7.1.2 Horizontal and Vertical Alignments

The **CONSULTANT** will develop alignments consistent with the existing topographic features and constraints. The alignments will be coordinated with the **RCCC** and **COUNTY** and comments received will be incorporated into the final alignment.

7.1.3 Cross Sections

Cross Sections of the proposed improvements will be shown, along with the existing ground cross sections at 50' intervals along the final horizontal alignment.

7.1.4 Design Field Review

Upon completion of the Preliminary Plans, the **CONSULTANT** will provide the **COUNTY** with one (1) half-size hard copy sets of plans along with a PDF (full size) for review and comment.

Once the preliminary alignments and drainage have been developed and shown on the plans, a field review will be scheduled and the **COUNTY, RCCC and Consultant** will review the project. Comments that arise from the field review will be used to develop final roadway design plans.

7.1.5 Preliminary Cost Estimate

The **CONSULTANT** shall develop and submit a detailed cost estimate along with the submittal of preliminary plans. The estimate shall be developed to the level of detail like a typical 30% complete project. The **CONSULTANT** does not guarantee the actual quantities and construction cost will not vary from the estimated provided at this level. SCDOT pay items will be used as practical.

7.2 Final Design and Plans

7.2.1 The construction plans will be a continuation of the Preliminary Plans and will address comments on the Preliminary Plan submittal. The approved preliminary plans will be further developed by the CONSULTANT into final roadway plans consisting of:

- Project Title Sheet;
- Summary sheet showing pay item quantities and a tabulation of drainage structures and pipes.
- Typical Sections;
- Reference Data Sheet(s) to include alignment data and geometric control info;
- Horizontal and Vertical alignments;
- Details, including applicable SCDOT standards, and additional clarifying construction details.
- A General Inclusion Sheet of clarifying or explanatory notes.
- Plan and profile sheets for roadways and intersections showing information necessary to permit construction stakeout and to indicate and delineate details necessary for construction. Profile shall be shown in the plans at a scale of 1" = 5' vertically and 1" = 20' horizontally to match scale of plans.
- Review of guardrail warrants and slope adjustments;
- Limits of existing right-of-way, easements and adjacent properties and proposed right-of-way;
- Development of a preliminary storm drainage plan. Type and location of major storm drainage features including outfall ditches, detention, sediment basins and roadway ditches;
- Type, size, and location of existing major utility facilities;
- Construction limits;
- Property lines, property parcel number, and ownership (per property research); and
- Location and anticipated type of any necessary culverts, crosslines, retaining walls, and other miscellaneous roadway structures.
- Cross sections at 50 feet intervals showing the existing ground line, proposed template, pavement depth, and cut and fill earthwork volumes.

7.2.2 Plan Details

Designs for minimizing erosion and off-site sedimentation during construction will be developed. The location and type of erosion control devices will be shown on the final

roadway plans or on reproducible of the roadway plan/profile sheets. Standard erosion control details will be incorporated into the plans.

7.2.3 Quantities, Specifications, and Estimates

a. *Quantity and Computations*

Based upon the construction plans, quantity computations will be performed for each item of work designated as unit price pay items. Computations will be tabulated in the quantity's summaries on the final plans to determine the priority list for construction.

b. *Standard Specifications*

The SCDOT *Standard Specifications for Highway Construction* will apply for materials and construction of all work.

c. *Special Provisions*

Special provisions will be prepared for those items of work not covered as desired in the Standard Specifications or existing Standard Special Provisions.

d. *Cost Estimate*

Based upon the final quantities, an estimate of probable construction cost will be prepared to determine the priority list for construction. The **CONSULTANT** does not guarantee the actual quantities and construction cost will not vary from the estimated provided at this level. SCDOT pay items will be used practical.

7.3.2 Assumptions

a. Submittals are as follows:

- 30% Plan submittal for **COUNTY** and **RCCC** Review and Comment
- 99% Plan submittal for **COUNTY** and **RCCC** Review and Comment
- 100% Plan Submittal for **COUNTY** and **RCCC** approval and permitting.

b. One (1) half-size (11"x17") set of plans and a full-size (22"x36") PDF at 30% plan development and 99% plan development.

c. One (1) full-size (22"x36") and half-size (11"x17") set of plans and a PDF will be submitted at 100% plan development.

d. No traffic control will be developed as part of this project.

8 HYDROLOGY AND HYDRAULIC DESIGN

8.1 Hydrology and Hydraulic Design

8.1.1 Hydrology and Hydraulic design shall consist of an assessment of existing site conditions and the development of hydraulic recommendations in accordance with the established design criteria. It is assumed that the project will consist of the replacement of an existing bridge and any required roadway approach work incidental to the structure. Unless otherwise noted, all hydraulic design and documentation will be in accordance with the following design criteria:

8.1.1.1 SCDOT Requirements for Hydraulic Design Studies, latest edition

8.1.1.2 SCDOT Standard Drawings

8.1.1.3 The Environmental Protection Agency's (EPA) National Pollutant

Discharge Elimination System (NPDES) as administered under general permit by the SC Department of Health and Environmental Control (DHEC)

8.1.1.4 FEMA Regulations, 44CFR Chapter 1

8.1.1.5 The State Stormwater and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.

8.1.1.6 South Carolina Water Law

8.1.1.7 AASHTO "Highway Drainage Guidelines" dated 2007

8.1.1.8 SCDOT "Stormwater Quality Design Manual"

8.1.1.9 SCDOT Supplemental Specifications

8.1.2 Field Investigation – Bridge Hydraulic Design and Incidental Drainage

8.1.2.1 Inventory the location and condition of the existing bridge and storm drainage appurtenances, if present.

8.1.2.2 Determine boundaries of watershed draining to the project area.

8.1.2.3 Evaluate the performance of the existing bridge any storm drainage structures, if present.

8.1.2.4 Evaluate stability of the bridge and any drainage features present within the project area.

8.1.2.5 Make recommendations for improvements to existing drainage features as necessary.

8.1.2.6 Prepare sketches of the site.

8.1.2.7 Assemble land use or ground cover information for the study area for use in establishing hydraulic resistance parameters.

8.1.3 The project is located within the Special Flood Hazard Area (SFHA) for the Congaree River. Per Effective FEMA Flood Insurance Rate Map (FIRM) Number 45079C0510L, the project area is in FEMA Zone A, and Base Flood Elevations (BFE's) have not been established. The project includes the replacement of an existing timber bridge over an Unnamed Tributary to Mill Creek. No model exists for this reach. If FEMA Models are in development for these flooding sources, they will be acquired for use in design.

8.1.4 For the above crossing, the FEMA Model (if available) will be built upon to further create both a Corrected and Revised Model. If no model is available, an Existing Conditions Model will be developed from best available topographic and hydrologic data in lieu of a Corrected Model.

8.1.4.1 Project impacts to the both the Floodplain and Floodway (if applicable) will be determined (Revised compared to Corrected/Existing) and the resulting appropriate level of FEMA coordination required will be noted.

8.1.4.1.1 Official No-Impact Certifications will be prepared and submitted. Should a CLOMR/LOMR be required, a contract modification will be completed.

8.1.5 For the above crossing the Natural, Existing and Proposed Models will also be prepared using the 1-D or 2-D (if necessary) computer program HEC-RAS.

8.1.5.1 A preliminary Hydrology Data Sheet for Unnamed Tributary to Mill Creek will be prepared to assist Roadway with any grade constraints derived from bridge hydraulics.

8.1.6 For the above crossing, a workmap will be prepared and a preliminary report documenting the modeling efforts performed, anticipated water surface results and required appropriate level of FEMA coordination.

8.1.7 Erosion and Sediment Control and Storm Water Management Plan

8.1.7.1 Erosion control designs will be developed and presented on the roadway plan sheets. An SCDOT style Erosion Control Data Sheet will be provided. Stormwater runoff and erosion controls requirements will be evaluated to verify that right-of-way needs are met.

8.1.8 On Site Meetings

8.1.8.1 Representatives from Richland County and the Consultant involved in hydrologic and hydraulic design will perform one (1) field review meeting of the project during the right-of-way plan development. All information gathered during field investigations will be evaluated and plans revised accordingly. The Consultant shall prepare a draft agenda and distribute to designated participants for preparation and comment prior to each meeting. The Consultant shall provide a summary of the field review.

8.1.9 Deliverables

8.1.9.1 The following deliverables are anticipated for this project:

8.1.9.1.1 One (1) PDF copy of the field review meeting summary during the right-of-way plan development.

8.1.9.1.2 One (1) digital copy of the HEC-RAS design files prepared for the analysis of the bridge crossing.

8.1.9.1.3 One (1) digital copy of the workmap and preliminary report documenting hydraulic modeling efforts and required FEMA coordination.

8.1.9.1.4 One (1) electronic copy of the Erosion Control Data Sheet.

9 HAZARDOUS MATERIALS SURVEYS AND REPORTS

Prior to disturbance of any building materials associated with the subject bridge, the **CONSULTANT** will perform an asbestos containing materials (ACM) and lead-based paint (LBP) assessment of the bridge structure.

9.1 Asbestos Assessment*

9.1.1 The **CONSULTANT** shall perform the ACM Assessment in accordance with applicable federal and state regulations. The **CONSULTANT's** field inspection personnel shall comply with procedures specified in the Environmental Protection Agency (EPA) Code of Federal Regulations (CFR) Title 40, Chapter I, Subchapter R, Part 763. The ACM Assessment shall be performed by accredited South Carolina Department of Health & Environmental Control (SCDHEC) licensed inspectors.

- 9.1.2 A sampling strategy will be developed per SCDHEC, EPA, and Occupational Safety and Health Administration (OSHA) regulations to provide representative samples of each suspect asbestos-containing material (ACM) in general accordance with State and Federal standards that may be disturbed by the proposed renovations/demolition.
 - 9.1.3 The samples that are collected will be placed in air-tight containers for transportation to a laboratory accredited by National Voluntary Laboratory Accreditation Program and then analyzed using Polarized Light Microscopy (PLM) coupled with dispersion staining. The asbestos content is estimated and expressed as a percent of the total sample.
 - 9.1.4 Non-friable, organically-bound materials (NOBs) testing negative using the PLM method must be verified using Transmission Electron Microscopy (TEM) in accordance with SCDHEC Regulation 61-86.1.
 - 9.1.5 Significant destructive sampling and investigative techniques will not be performed. Consequently, suspect asbestos-containing materials that are not visible and readily accessible may not be included in this work.
- 9.2 Lead-Based Paint Assessment*
- 9.2.1 A LBP Assessment shall be conducted for the existing bridge structure in general accordance with OSHA and EPA standards by the **CONSULTANT**.
 - 9.2.2 The LBP assessment will include both a visual evaluation of the physical condition of painted bridge components as well as quantitative testing of random surfaces utilizing a X-Ray Fluorescence (XRF) Portable Analyzer.
 - 9.2.3 Bridge components identified as being coated with LBP will be assessed for the condition of the paint and likelihood for disturbance.
- 9.3 Estimated Quantities
- 9.3.1 XRF – 1 day
 - 9.3.2 TEM – 4 EA
 - 9.3.3 PLM – 8 EA
- 9.4 Deliverables
- 9.4.1 One (1) electronic PDF file of the ACM Assessment report and one (1) electronic PDF file of the LBP Assessment report will be provided for each bridge site. Hard copies of ACM and LBP Assessment reports will not be provided by **CONSULTANT**. Each report will include the project background, investigative procedures, sample analysis/findings, and conclusions and recommendations. The ACM Assessment report will also identify and assess the type material and quantity of confirmed ACM(s). Additionally, the LBP Assessment report will identify and assess the current condition of the confirmed lead-based paints on the structure and provide recommendations for abatement/stabilization and disposal of lead-based paint. Hard copy sets will not be provided by **CONSULTANT**.*
 - 9.4.2 The ACM and LBP Assessment reports shall include information required in 40 CFR 763.85 (a)(4)(vi)(A)-(E), as well as, project location map, photos of existing structure,

the date of inspection and the name, license number, and signature of the licensed inspector who performed the inspection and completed the report. The cover sheet of the report shall include project identification information, including SCDOT Project ID, route carried by structure, and description of what the structure crosses.

9.4.3 The following notes shall be included on the cover sheet of the report and check the appropriate boxes:

Yes, Asbestos was found Yes, Lead Based Paint was found

No, Asbestos was not found No, Lead Based Paint was not found

10 UTILITY COORDINATION

10.1.1 Not Applicable.

11 RIGHT-OF-WAY COORDINATION

11.1 ROW is not anticipated for bridge replacement services. ROW may not be needed for roadway improvement services. If ROW is determined to be needed, a supplement will be required.

12 CONSTRUCTION SERVICES

RCCC will advise the **CONSULTANT** of the contractor's schedule and will inform the **CONSULTANT** when services are required. The work shall consist of providing technical assistance during the construction phase of the project. The work shall be performed on an "as needed" basis as requested by the RCE and /or PM and shall include, but not necessarily be limited to the following activities

12.1. Construction Administration

12.1.1. Partnering/Pre-Construction Conference - The **CONSULTANT** shall attend a partnering/preconstruction conference with the **RCCC**, the contractor, utility companies, and any other concerned parties. In attendance from **CONSULTANT** will at a minimum be the project manager, structural engineer, and utility coordinator. The **CONSULTANT** will respond to the Contractor's questions pertinent to the **CONSULTANT**'s design.

12.1.2. Shop Drawings/Working Drawings

12.1.2.1. The **CONSULTANT** will review all shop drawings for compliance with the intent of the plans, specification, and contract provisions. Shop drawings will be reviewed on an advisory basis. The **CONSULTANT** will provide a letter of recommendation and/or comments as appropriate to the **RCCC**. Each sheet of shop drawings reviewed by the **CONSULTANT** shall be stamped by the **CONSULTANT** indicating the appropriate action to be taken with the submittal (approved, rejected, approved as corrected, etc.)

12.1.2.2. Working drawings will be reviewed as requested by the **RCCC**. Working drawings will be reviewed on an advisory basis. The **CONSULTANT** shall provide a letter of recommendation and/or comments as appropriate to the **SCDOT**.

12.1.3. The **CONSULTANT** will provide technical assistance to the **RCCC** during construction of the project. This will include responses to field questions, assist coordination with the

utility companies and **RCCC** as necessary to respond to field changes, and meeting on site during the construction of the project when requested.

12.2. Field Meetings*

The **CONSULTANT** will attend up to three field review meetings as deemed necessary by the **RCCC**. The purpose of the **CONSULTANT**'s site visits will be to provide the **RCCC** a greater degree of confidence that the completed work will conform in general to the contract documents.

12.2.1. The **CONSULTANT** will attend site construction visits at the request of **RCCC** resulting from contractor requests for interpretation and clarification of the information presented in the plans and special provisions (up to one (1) site visit.)

12.2.2. The **CONSULTANT** will attend site construction visits at the request of **RCCC** resulting from contractor requests or a change in existing field conditions that differ from those presented in the plans (up to one (1) site visit.)

12.2.3. The **CONSULTANT** will attend utility coordination meetings during construction to be available for questions. The **CONSULTANT** will provide support for utility coordination throughout construction (up to one (1) site visit.)

12.2.4. Meetings resulting from errors or omissions are not included.

12.3. Other Design Activities

12.3.1. Items in this category will constitute a supplemental design fee.

12.3.2. Design activities and any necessary plan preparation resulting from requests by the Contractor or a change in existing field conditions that are not considered errors or omissions.

12.3.3. Interpretation of Plans, Specification and Contract Provisions

12.3.3.1. The **CONSULTANT** shall be prepared to provide interpretation and clarifications of the information presented in the plans and special provisions and provide recommendations for handling site conditions that differ from those presented in the plans.

12.3.3.2. If requested by the **RCCC**, the **CONSULTANT** shall revise the final construction plans to incorporate design modifications requested by the **RCCC** field construction personnel.

12.4. Value Engineering Proposal Review

12.4.1. The **CONSULTANT** shall review value engineering proposals submitted by the contractor.

12.4.2. The **CONSULTANT** shall review these proposals to determine their practicality for use in the project and ensure that the proposal does not impact the integrity of the design or intent of the plans, specifications, or special provisions.

12.4.3. The **CONSULTANT** shall provide written evaluation of the proposals along with recommendations as to whether the **SCDOT** should accept the proposals or not.

12.5. Geotechnical Construction Oversight

12.5.1 At Richland County's request, the **CONSULTANT** will provide the following geotechnical construction support services for foundation and embankment construction for the bridges:

- 12.5.1.1 Written evaluation of the contractor's pile installation plan;
- 12.5.1.2 Written evaluation of the contractor's proposed pile driving hammer using Wave Equation analysis;
- 12.5.1.3 Development of pile driving criteria and bearing graphs for use by construction inspectors in the field;
- 12.5.1.4 Written evaluation of final pile order lengths;
- 12.5.1.5 General pile driving troubleshooting;
- 12.5.1.6 General embankment construction troubleshooting;
- 12.5.1.7 Written evaluation of soil strength testing on borrow excavation materials;
- 12.5.1.8 Written evaluation of contractors geosynthetic submittals;
- 12.5.1.9 Written evaluation of any temporary shoring wall shop plans.



June 12, 2020

