



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

### **Report Of The County Administrator**

5. a. State Infrastructure Bank Update
- b. Budget Update
- c. Cgov Award
- d. FY15-16 Budget Calendar [**PAGE 25**]

### **Report Of The Clerk Of Council**

### **Report Of The Chairman**

6. a. Midlands Workforce Development Area Interlocal Consortium Agreement [**ACTION**]  
[**PAGES 26-39**]

### **Presentations**

7. a. Midlands Mediation Center
- b. Lower Richland STEM Project

### **Approval Of Consent Items**

8. 15-03MA  
John Cooper  
RU to RS-MD (7.03 Acres)  
Riding Grove Rd.  
28900-01-30 [**THIRD READING**] [**PAGES 41-42**]

### **Third Reading Items**

9. 14-38MA, George Goff, HI to GC (15.39 Acres), 1117 & 1105 Sparkleberry Lane Ext., 22909-04-01 & 22905-06-10 [**THIRD READING**] [**PAGES 43-44**]

### **Second Reading Items**

10. An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Sections 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills [**PAGES 45-57**]
11. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair [**PAGES 58-64**]

### **Report Of Rules And Appointments Committee**

1. **Notification Of Vacancies**

- 12. a. Accommodations Tax Committee - 2
- b. Business Service Center Appeals - 1
- c. Board of Zoning Appeals - 1
- d. Internal Audit Committee - 1
- e. Procurement Review Panel - 2

2. **Notification Of Appointments**

- 13. Richland County Airport Commission - 1: **[PAGES 66-68]**
  - a. J. Frank Manning, Jr.

3. **Discussion From Rules And Appointments Committee**

14. **COUNCIL RULES:**

**MOTION:** In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on Committee Agenda deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and the County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal, et al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action **[PEARCE AND MANNING]**

**Other Items**

15. **REPORT OF THE SEWER AD HOC COMMITTEE:**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of Public Sewers Required; so as to clarify that the section only applies to new construction **[FIRST READING] [PAGES 70-71]**

16. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:**

- a. OET Contract Authorization **[PAGE 73]**
- b. 2015 TIGER Grant Candidates **[PAGES 74-76]**

17. **REPORT OF THE DECKER CENTER AD HOC COMMITTEE:**

- a. General Contractor Bid [ACTION] [PAGES 77-114]

## **Citizen's Input**

- 18. Must Pertain to Items Not on the Agenda

## **Executive Session**

## **Motion Period**

- 19. a. I move that Council review all policies and guidelines. [JACKSON]
- b. Richland County has a Non-Discrimination, Equal Opportunity Policy. Council shall develop an action plan that holds the Administrator and staff accountable for not following Council approved guidelines, policies and Ordinances. [JACKSON]
- c. The Administrator and staff shall abide by all policies; directives; guidelines and Ordinances set by Council. An action shall be developed to address violators' [JACKSON]
- d. I move that the Administrator and Procurement Director do a workshop to present the differences between what the Consultant Franklin Lee provided to Council for the Disparity Study and what The Procurement Directors changes/differences are. [JACKSON]

## **Adjournment**



### **Special Accommodations and Interpreter Services**

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

# Richland County Council Request of Action

## **Subject**

- a. Proclamation Recognizing the 85<sup>th</sup> Anniversary of the Jim Hamilton – LB Owens Airport
- b. Resolution Honoring Aundrai Holloman, Executive Director of the Township Auditorium [**COUNCIL**]
- c. Proclamation Honoring Kenny Mullis on being named South Carolina's Commissioner of the Year by the SC Association of Conservation Districts [**DICKERSON**]

# Richland County Council Request of Action

## **Subject**

- a. Regular Session: April 7, 2015 [**PAGES 7-20**]
- b. Special Called Meeting: April 14, 2015 [**PAGE 21**]

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### REGULAR SESSION MINUTES

April 7, 2015  
6:00 PM  
County Council Chambers

*In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building*

#### CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

#### INVOCATION

The Invocation was led by the Honorable Jim Manning.

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning.

#### PRESENTATION OF RESOLUTION

**Fair Housing Proclamation** – Mr. Rush presented the Fair Housing Proclamation on behalf of County Council.

**Resolution Honoring Anne Kelly, Chief Deputy Clerk of Court [JETER and DIXON]** – Mr. Jeter and Ms. Dixon presented the resolution to Ms. Kelly's family, friends and co-workers on behalf of County Council.

**Proclamation Honoring Kenny Mullis on being named South Carolina's Commissioner of the Year by the SC Association of Conservation Districts [DICKERSON]** – Ms. Dickerson moved, seconded by Mr. Livingston, to defer this item until the April 21<sup>st</sup> Council meeting. The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE** – Mr. Manning recognized Ms. Leslie Richardson, one of his constituents, who is presently working toward her doctorate degree in Nursing at USC. Ms. Richardson will be shadowing Mr. Manning as a requirement for her Health Policy class.

**POINT OF PERSONAL PRIVILEGE** – Mr. Manning recognized April as Sexual Trauma Services Month.



#### Council Members Present

Torrey Rush, Chair  
Greg Pearce, Vice Chair  
Joyce Dickerson  
Julie-Ann Dixon  
Norman Jackson  
Damon Jeter  
Paul Livingston  
Bill Malinowski  
Jim Manning  
Kelvin E. Washington, Sr.

#### Others Present:

Tony McDonald  
Sparty Hammett  
Warren Harley  
Monique Walters  
Brandon Madden  
Michelle Onley  
Monique McDaniels  
Rob Perry  
Larry Smith  
Tracy Hegler  
Beverly Harris  
Amelia Linder  
Cheryl Patrick  
Valeria Jackson  
Jocelyn Jennings  
Rudy Curtis  
Laura Renwick  
Dwight Hanna  
Ronaldo Myers  
George Rice  
Michael Byrd  
Quinton Epps  
Stacy Culbreath  
Nancy Stone-Collum

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### APPROVAL OF MINUTES

**Regular Session: March 17, 2015** – Ms. Dickerson moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

**Zoning Public Hearing: March 24, 2015** – Ms. Dickerson moved, seconded by Ms. Dixon, to approve the minute as submitted. The vote in favor was unanimous.

### ADOPTION OF THE AGENDA

Mr. Pearce moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Mr. Smith stated the following items under the Report of the Attorney for Executive Session Items need to be removed: (1) Contractual Matter: Conservation Commission and (2) Project LM.

Ms. Dickerson moved, seconded by Ms. Dixon, to adopt the agenda as amended. The vote in favor was unanimous.

### REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Smith stated that the following item was a potential Executive Session Item:

- a. **Pending Litigation: Hopkins and Lower Richland Citizens United, Inc., and Wendy Brawley vs. Richland County**
- b. **Pending Litigation: SC Property Partners**
- c. **Library Lease**
- d. **Pending Litigation: Greene vs. Richland County and CCS**

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson recognized the Clerk of Court, Jeannette McBride, was in the audience.

**POINT OF PERSONAL PRIVILEGE** – Mr. Jeter recognized former House of Representative, Frank McBride, was in the audience.

**POINT OF PERSONAL PRIVILEGE** – Mr. Malinowski recognized his son-in-law from West Virginia was in the audience.

*The meeting was recessed at approximately 6:19 p.m. and reconvened at 6:21 p.m.*

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### CITIZENS' INPUT

Ms. Helen Taylor Bradley, Ms. Kate McInnis, Mr. Noah Adams, Mr. Arron Robertson, Ms. Delaney LeRoy, Mr. Tom Mancke, Mr. Aidan Gruner, and Ms. Jennifer Mancke spoke in opposition of the Lower Richland Sewer Project.

**POINT OF PERSONAL PRIVILEGE** – Mr. Washington requested the Planning Director, Tracy Hegler, to speak to the initiative she put forth regarding the rural character of the Lower Richland area.

Mr. Rush ruled the “Point of Personal Privilege” out of order.

Mr. Washington stated Ms. Hegler has helped to insure the area has remained rural. Furthermore, Mr. Washington thanked the Planning Department for putting forth the initiatives to retain the rural character of area.

### REPORT OF THE COUNTY ADMINISTRATOR

- a. **Richland 101 Graduation** – Mr. McDonald stated the Richland 101 Graduation took place on April 6<sup>th</sup>. There were 16 graduates from this year’s Richland 101

Ms. Harris thanked Mr. Rush, Mr. Pearce and Mr. Manning for attending the Richland 101 sessions and addressing questions from the class.

Two of the class attendees, Ms. Eddie Morgan and Mr. Armond Turner, gave brief speeches regarding their experiences in the Richland 101 classes.

- b. **State Infrastructure Bank Update** – Mr. McDonald stated a presentation by Lexington County, City of Columbia, and Richland County staff and Council members was made to the State Infrastructure Bank in September 2014. The joint application was for approximately \$450 Million for three projects: (1) the Airport Connector, (2) Assembly Street improvements, and (3) Greene/Lincoln Street project.

The State Infrastructure Bank will be meeting on April 20<sup>th</sup> at 2:00 PM and the joint application is on the agenda.

Mr. Jeter requested that Mr. McDonald share the names of the State Infrastructure Bank members with Council.

- c. **Scope for Disparity Study** – Mr. McDonald stated the scope for the disparity study was included in the agenda packet and no action is being requested at this time.

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Mr. Washington suggested having Franklin Lee review the scope to insure what is needed is included in the document.

Mr. McDonald stated the next step, once Council is comfortable with the scope, would be to solicit responses. There is the issue of funding for the study, which could cost up to \$500,000. Discussions have taken place with the City of Columbia and USC to conduct a joint disparity study, but presently there have not shown any interest in participating.

Mr. Malinowski inquired if any minority individuals have expressed they were not able to participate or receive contracts with Richland County.

Mr. McDonald stated he was not aware of any feedback regarding matter. Before the County is able to identify a goal of what percentage of contracts should be awarded to minority and/or disadvantaged businesses, a baseline of businesses that meet the criteria have to be established.

Ms. Dickerson inquired of Ms. Patrick which resources were used in drafting the disparity study scope.

Ms. Patrick stated she utilized studies from the City of Columbia, the City of Orangeburg and one from the State of Maryland.

Mr. McDonald stated he had no problem with having Mr. Lee review the draft scope, but he was not aware of Mr. Lee preparing a scope for a disparity study. Mr. Lee did recommend conducting a disparity study after the SLBE program had been up and running for a year.

Mr. Washington requested that Ms. Tanner explain the purpose of the disparity study.

Ms. Tanner stated the purpose of a disparity study is to identify firms that are ready and able in specific areas to provide services. Without the basis of a disparity study the County will be open to challenges to the program.

Mr. Jackson stated that several people at the TPAC Committee meetings have expressed concern with minorities not being treated fairly by Richland County Procurement Department in the past.

Mr. Jeter stated the City of Columbia's disparity study, which Franklin Lee consulted on, was utilized by the Procurement Director draft the scope for the County's disparity study. In addition, Ms. Tanner was a sub-consultant of Mr. Lee's. Mr. Jeter further stated he felt the County was moving in the right

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direction and it was unnecessary to have Mr. Lee review the scope, but to move forward with the disparity study.

Mr. Pearce inquired as to why it would be a problem to have Mr. Lee to vet the RFP prior to it going public.

Mr. Jeter stated the problem is the additional costs, redundancy and holding up the process.

Mr. Malinowski inquired if the concerns expressed during the TPAC Committee meeting were reported to staff.

Mr. McDonald stated that he has not heard directly from TPAC members, but Mr. Perry may have more direct knowledge since he is the staff person for the TPAC Committee.

Mr. Pearce inquired as to what the County's contractual relationship is with Mr. Lee.

Mr. McDonald stated the scope of Mr. Lee's original contract has been completed and Mr. Lee has been compensated. There are no outstanding tasks at this point.

Mr. Pearce inquired as to what funding source would be utilized to pay for the disparity study.

Mr. McDonald stated there are two sources it could be taken from: (1) Transportation Penny Program, or (2) Fund Balance.

Mr. Livingston suggested having the County Administrator receive feedback from whomever necessary (i.e. County staff, Franklin Lee, etc.) and come back with recommendations, so the County can move forward with the disparity study.

Mr. Manning moved, seconded by Mr. Livingston, to accept the Administrator's report.

- d. **Cook's Mountain Update** – Mr. Epps stated the Sierra Club appeal delayed the permitting and transfer of property to DNR. The appeals were resolved and DNR will take title to the property in late April. DNR will hire staff to develop a MOA. The Conservation Commission will work with DNR on the MOA.

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- e. **OSBO/SLBE Update** – Mr. McDonald stated that Ms. Gloria Tanner has been retained as a consultant to assist with refocusing the SLBE program. Ms. Tanner was a sub-contractor with Mr. Franklin Lee.

Ms. Dickerson inquired if Ms. Tanner reports to Ms. Patrick or Mr. McDonald.

Mr. McDonald stated that Ms. Tanner will be working with Ms. Patrick.

### REPORT OF THE CLERK OF COUNCIL

- a. **“Walk A Mile In A Child’s Shoes”, April 10<sup>th</sup>, 9:00 AM – 2:00 PM, 3220 Two Notch Road {Sponsored by CASA and DSS}** – Ms. McDaniels reminded Council of the “Walk A Mile In A Child’s Shoes” event on Friday, April 10<sup>th</sup> at 9:00 AM.

### REPORT OF THE CHAIRMAN

- a. **Personnel Matter** – This matter was taken up in Executive Session.

### OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program** – No one signed up to speak.

### APPROVAL OF CONSENT ITEM

- **2014 Dust Suppression Contract Increase**
- **Intergovernmental Agreement between Richland County and the City of Columbia for the proposed Olympia Neighborhood Master Plan**
- **Interstate Interchange Lighting Project**
- **Extension of EMS Billing Contract**
- **Distribution of Mulch and Compost**
- **Neighborhood Improvement Program Property Purchase – Candlewood**
- **Motion to amend certain Council Districts to At-Large Districts instead of Single Member Districts**

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- **Renewal of Operating Agreement between Richland County and Columbia Rowing**
- **15-03MA, John Cooper, RU to RS-MD (7.03 Acres), Riding Grove Rd., 28900-01-30 [SECOND READING]**

Mr. Malinowski moved, seconded by Mr. Livingston, to approve the consent items. The vote in favor was unanimous.

### THIRD READING

**An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program** – Mr. Washington moved, seconded by Mr. Pearce, to approve this item.

Mr. Washington requested a copy of the list of roads included in the paving program. Mr. Ozbek will forward the list to full Council.

The vote was in favor.

### REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Sections 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills [FIRST READING]** – Ms. Dixon stated the committee recommended approval of this item.

Mr. Malinowski inquired as to how much revenue is received from sewer fees.

Mr. McDonald stated he would forward that information to Mr. Malinowski.

Mr. Malinowski inquired to what presently happens if a resident does not pay their sewer bill.

Mr. Hammett stated there are penalties assessed and after approximately two months service will be disconnected.

Mr. Smith stated when staff reviewed the most effective way to collect unpaid bills, it was recommended to utilize the Debt Setoff Program.

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Mr. Hammett stated counties can place liens on property for overgrown lots, but not for sewer bills.

Mr. Malinowski stated he is not debating which method (i.e. liens or Debt Setoff) is more successful, but he wants to keep as many options open as possible.

Mr. Livingston made a substitute motion, seconded by Mr. Malinowski, to direct staff to bring back the option of GEAR/Debt Setoff policy before removing the lien option.

Mr. Livingston withdrew his substitution motion.

The vote was in favor of the committee's recommendation.

### **REPORT OF ADMINISTRATION AND FINANCE COMMITTEE**

**Alcohol on County Property: Palmetto Tasty Tomato Festival: Development of Process Moving Forward** – Mr. Pearce moved, seconded by Mr. Manning, to refer this item back to the Administration & Finance Committee. The vote in favor was unanimous.

**PPACA (Patient Protection and Affordable Care Act) Compliance: Part Time and Temporary Employees, Determination Periods, and Development of a Second Health Plan with Lower Benefits** – Mr. Pearce stated the committee recommended approval of item.

Ms. Dixon inquired about the number of hours currently worked by part-time employees.

Mr. Hanna stated part-time employees work approximately 20-25 hours per week.

Ms. Dixon inquired about the length of time worked by seasonal/temporary employees.

Mr. Hanna stated there is currently not a policy on temporary employees.

The vote in favor was unanimous of the committee's recommendation.

**Financial Contribution to SC Slave Dwelling Survey** – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

**An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair [FIRST READING]** – Mr. Pearce stated the committee recommended approval of this item.

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Mr. Malinowski inquired if these were the roads Council agreed to accept on a one-time basis because developers did not complete the roads.

Mr. Hammett stated the roads were accepted at the February 5, 2013 Council meeting.

Mr. Malinowski inquired if the County had implemented a policy that would preclude these developers from receiving future County contracts.

Mr. Hammett stated the bulk of these developers or LLCs that are out of business.

Mr. Washington inquired if there was a policy that required the developers to provide a bond for roads.

Mr. Hammett stated there is a policy, but there was a period of time when the bonds were not monitored and some of the bonds lapsed.

Ms. Dixon inquired as what needs to be done to implement a "black list" for developers who may have gone out of business and/or changed their company name to prevent them from received future contracts with the County.

The vote was in favor of the committee's recommendation.

**Audit of Intergovernmental Fire Agreement (IGA) with the City of Columbia** – Mr. Pearce stated the committee forwarded this item to Council without a recommendation.

Mr. Washington moved, seconded by Mr. Jackson, to approve this item.

Mr. Washington inquired about the length of the current contract and how far into the contract is the County presently.

Mr. Harley stated the County is currently into the third year of the five year contract. The time/attendance portion was implemented on July 1, 2014 and the inventory control portion was recently implemented.

Mr. Washington inquired if the items identified in the first audit have been addressed.

Mr. Harley stated the City of Columbia has been implementing the items identified in the audit, although there were some delays. The issue of overtime is being tracked with the new time/attendance system. A report regarding the time/attendance portion will be available after June 30, 2015. The inventory control data will not be available until later in the year since it has just been implemented.

Mr. Washington inquired if the linkage between the software and the County's system has been completed.

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Mr. Byrd stated the two systems do not cross; therefore, the data will be provided by the City of Columbia.

Mr. Washington made a substitute motion, seconded by Mr. Livingston, to table this item.

Mr. Pearce made a second substitute motion, seconded by Ms. Dixon, to refer this item to the Fire Ad Hoc Committee. The vote was in favor.

**Emergency Services Department – Fire Truck Purchase** – Mr. Pearce stated the committee forwarded this item to Council without a recommendation.

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

Mr. Malinowski inquired about Smeal's failure to comply.

Mr. Byrd stated their failure was significant. When Smeal was challenged by Procurement, they withdrew their bid.

The vote in favor was unanimous.

### **REPORT OF RULES AND APPOINTMENTS COMMITTEE.**

#### **I. COUNCIL RULES**

- a. After discussion between the Rules Committee Chair and Clerk to Council it has been determined that the rules of Richland County Council are effective and outline the duties and responsibilities of each Council member. Therefore, it is recommended that the committee review the current policies/procedures for any additional input/changes.**
  - 1. Allow members to electronically participate in standing committee meetings – This item was held in committee.**
  - 2. Allow members to electronically participate during Executive Session – This item was held in committee.**
- b. Re-activate the Richland County Youth Commission. The youth commission has been inactive since 1998 and there are currently no existing or active members. This commission identifies youth-related problems or potential problems; implement programs to increase the awareness of the general population and elect officials of the needs and problems facing youth and their**

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families; and they seek and administer federal, state and private funding for commission operations and for projects proposed by the commission pursuant to the powers enumerated herein [ROSE] – This item was held in committee.

- c. **Richland County Government also reviews the election of the Chair's rule which states that the chair should be elected yearly, with two-thirds of its members. In conjunction with Councilman Jackson and Manning previous motions to having meaningful representation that the citizens have the opportunity to elect the chair like the citizens in Horry County. This will remove the responsibility of council members. If the Legislative Delegation would support the election of the chair by the citizens. Our current process is apparently flawed and personal; therefore, the people of Richland County deserve to have an adequate transparent representation [DICKERSON]** – Mr. Malinowski stated the committee recommended denial of this item. The vote in favor was unanimous.
- d. **In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on Committee Agendas deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal, et al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action [PEARCE and MANNING]** – This item was held in committee.
- e. **Review the terms of days missed per annum to continue to serve on the Planning Commission. Reason: With a nine member Commission and the importance of the body, as applications are time sensitive, there should not be any reason the Planning Commission cannot meet a quorum [JACKSON and MALINOWSKI]** – This item was held in committee.

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### CITIZENS' INPUT

Ms. Wendy Brawley spoke regarding voting on record.

Tom Mancke spoke regarding the Rules of Order and Rural vs. Urban mindsets.

### EXECUTIVE SESSION

*Council went into Executive Session at approximately 8:10 p.m.  
and came out at approximately 9:56 p.m.*

- a. **Pending Litigation: Hopkins and Lower Richland Citizens United, Inc., and Wendy Brawley vs. Richland County** – No action was taken.
- b. **Pending Litigation: SC Property Partners** – Mr. Pearce moved, seconded by Mr. Livingston, to direct the County Attorney to proceed as discussed in Executive Session. The vote in favor was unanimous.
- c. **Library Lease** – No action was taken.
- d. **Pending Litigation: Greene vs. Richland County and CCS** – Mr. Washington moved, seconded by Ms. Dixon, to direct staff to move forward with the settlement as discussed in Executive Session.
- e. **Personnel Matter** – No action was taken.

### MOTION PERIOD

- a. **Move for a resolution to honor State Highway Patrolman Thomas M. White for receiving the 2014 Richland County Trooper of the Year award [JACKSON AND ROSE]** – Mr. Washington moved, seconded by Ms. Dixon, to adopt the resolution honoring State Highway Patrolman Thomas M. White. The vote in favor was unanimous.
- b. **A Resolution supporting State efforts to find solutions to the funding needs for State maintained and operated roads and bridges without transferring the burden to Local Governments and opposing any actions taken by the General Assembly that through lack of State funding will lead to increased taxes on the citizens of Richland County [PEARCE]** – Mr. Pearce moved, seconded by Mr. Livingston, to adopt the resolution. The vote in favor was unanimous.
- c. **To have Richland County remove the lien off of the property located at 2045 Smith St., (Parcel # R13516-03-21) contingent on the property**

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**owner donating the land to the Atlas Road Community Organization [WASHINGTON]** – This item was referred to the D&S Committee.

- d. **Prescribed Fire Council Resolution [PEARCE]** – Mr. Manning moved, seconded by Ms. Dixon, to adopt the resolution. The vote in favor was unanimous.
- e. **Pawmetto Lifeline has requested that Council consider a revision to their existing contract that would significantly move Richland and Lexington Counties toward becoming “No Kill” communities and reduce the cost managing the counties stray dog and cat population. The plan is contingent upon the City of Columbia and Lexington County permitting Pawmetto Lifeline management authority of their respective animal shelters. In addition, several policy changes in the Richland County contract with Pawmetto Lifeline would be required. This Motion requests that the D&S Committee evaluate the details of Pawmetto Lifeline’s request and make a recommendation to Council [PEARCE]** – This item was referred to the D&S Committee.

### ADJOURNMENT

The meeting adjourned at approximately 10:00 PM.

\_\_\_\_\_  
Torrey Rush, Chair

\_\_\_\_\_  
Greg Pearce, Vice-Chair

\_\_\_\_\_  
Joyce Dickerson

\_\_\_\_\_  
Julie-Ann Dixon

\_\_\_\_\_  
Norman Jackson

\_\_\_\_\_  
Damon Jeter

\_\_\_\_\_  
Paul Livingston

\_\_\_\_\_  
Bill Malinowski

\_\_\_\_\_  
Jim Manning

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Seth Rose

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Kelvin E. Washington, Sr.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council



# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### SPECIAL CALLED MEETING

April 14, 2015  
6:00 PM  
Council Chambers

*In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building*

#### CALL TO ORDER

Mr. Livingston called the meeting to order at approximately 6:00 p.m.

#### REPORT OF THE CHAIRMAN

##### a. Personnel Matter [Executive Session]

*Council went into Executive Session at approximately 6:01 p.m. and came out at approximately 7:00 p.m.*

#### EXECUTIVE SESSION

##### a. Personnel Matter – No action was taken.

#### ADJOURNMENT

The meeting adjourned at approximately 7:00 PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council



#### Council Members Present

Torrey Rush, Chair  
Greg Pearce, Vice Chair  
Julie-Ann Dixon  
Norman Jackson  
Damon Jeter  
Paul Livingston  
Bill Malinowski  
Jim Manning  
Seth Rose  
Kelvin E. Washington, Sr.

#### Others Present:

Tony McDonald  
Brad Farrar  
Cheryl Patrick  
Michelle Onley  
Monique McDaniels

# Richland County Council Request of Action

**Subject**

- a. Project LM Update
- b. Library Lease Update
- c. Waterpark Update

# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing

# Richland County Council Request of Action

## **Subject**

- a. State Infrastructure Bank Update
- b. Budget Update
- c. Cgov Award
- d. FY15-16 Budget Calendar [**PAGE 25**]



*All Dates Are Subject to Change*

## **Budget Calendar for Fiscal Year 2015 – 2016**

|                          |  |
|--------------------------|--|
| January 22-23, 2015      | County Council Planning Retreat  |
| January 23               | All Internal Department Budget Worksheets are due to Finance Office.   |
| February 17              | Presentation of budget calendar to County Council for adoption.  |
| February 2 – February 27 | Council Members and Administrator to meet with school district representatives and other millage agencies.   |
| February 9 – March 3     | Administrator's Budget Meetings with Elected and Appointed Officials and Department Directors to review individual departmental requests.  |
| March 4                  | Discretionary, Hospitality, Accommodation and Contractual & Statutory Grant requests due to Grants Manager.  |
| March 9                  | Presentation of Total General Fund Budget request to Administrator for review.   |
| April 24                 | Contractual & Statutory, Hospitality Tax, Accommodation Tax, Discretionary, Neighborhood and Conservation Grants recommendations due to Budget Manager.                          |
| April 17                 | Submit advertisement for Budget 2nd reading and Public Hearing.  |
| May 5                    | At Regular Scheduled Council Meeting: Presentation of Recommended Budget by County Administrator; First Reading of county budget and millage ordinances (title only) by Council. |
| May 7                    | Council Work session 4-6pm (General Fund)  |
| May 8                    | Millage Agency Budget Requests are due to Richland County Finance Office.  |
| May 12                   | Council work session 4-6pm (Grants)  |
| May 14                   | Council work session 4-6pm (Special Rev., Enterprise, & Millage Agencies)  |
| May 21                   | Public Hearing - 6pm   |
| May 28                   | Special Called Meeting - 2nd reading of Budget and Millage Ordinance (Grants Only) – 6pm   |
| June 4                   | Special Called Meeting - 2nd reading of Budget and Millage Ordinance continued (All non-grant items) – 6pm   |
| June 11                  | Special Called Meeting – 3rd reading and adoption of Budget Ordinance – 6pm  |
| July 1                   | Begin new fiscal year with implementation of adopted budget  |

# Richland County Council Request of Action

**Subject**

- a. Midlands Workforce Development Area Interlocal Consortium Agreement [**ACTION**] [**PAGES 26-39**]

State of South Carolina  
Workforce Innovation and Opportunity Act

**Workforce Development Area Designation Petition**

This Petition must be used by any entity requesting designation as a Local Workforce Development Area pursuant to Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA).

**Section I. Petitioning Jurisdiction(s)**

A. Designation as a Workforce Development Area is requested for the following county(ies).

|           |
|-----------|
| _____     |
| Fairfield |
| _____     |
| Lexington |
| _____     |
| Richland  |
| _____     |
| _____     |
| _____     |
| _____     |

B. Specify the name of the proposed Workforce Development Area.

Midlands Workforce Development Area  
\_\_\_\_\_

C. List the names of the chief elected officials (CEOs) representing the units of general local government on whose behalf this petition is being submitted.

| <u>County</u> | <u>Name</u>        |
|---------------|--------------------|
| Fairfield     | Carolyn B Robinson |
| Lexington     | Johnny W Jeffcoat  |
| Richland      | Torrey Rush        |
| _____         | _____              |
| _____         | _____              |

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D. List the name, title, mailing address, telephone number, fax number and e-mail address of the primary contact person regarding this petition.

|                   |                          |
|-------------------|--------------------------|
| Name:             | Kevin Hill               |
| Title:            | Area Administrator       |
| Mailing Address:  | 100 Executive Center Dr. |
|                   | Suite 218                |
|                   | Columbia SC 29210        |
| Telephone Number: | 803-744-1670 103         |
| Fax Number:       | 803-744-1671             |
| E-Mail Address:   | khill@mwdb.org           |

## Section II. Consortium Agreement

If the local area includes more than one unit of general local government, the chief elected officials must negotiate a consortium agreement in order to establish a workforce development area to deliver WIOA funded services. Such agreement must be included as an attachment to this designation petition.

**See Attached.**

## Section III. Newly Configured Workforce Area

A. Address the extent to which the local area is consistent with labor market areas in the state.

B. Address the extent to which the local area is consistent with regional economic development areas in the state.

C. Address the availability of Federal and non-Federal resources in the area to effectively administer activities under WIOA, including whether the area has the appropriate education and training providers, such as institutions of higher education and area career and technical education schools.

**Section IV. Existing Workforce Area**

A. In the tables below, provide the final WIA performance data for each of the last two (2) consecutive years.

| <b>Program Year 2012 (July 1, 2012 – June 30, 2013)</b> |             |               |                        |
|---|-------------|---------------|------------------------|
| <b>Performance Measure</b>                              | <b>Goal</b> | <b>Actual</b> | <b>Percent of Goal</b> |
| Youth Placement in Employment or Education              | 71.8%       | 63.7%         | 88.7%                  |
| Youth Attainment of Degree or Certificate               | 65%         | 58.1%         | 89.4%                  |
| Youth Literacy or Numeracy Gains                        | 49.4%       | 45.5%         | 92.1%                  |
| Adult Entered Employment Rate                           | 74.5%       | 75.8%         | 98%                    |
| Adult Employment Retention Rate                         | 89.5%       | 83.7%         | 93.5%                  |
| Adult Average Six-Month Earnings                        | \$10,769    | \$10,543      | 97.9%                  |
| Dislocated Worker Entered Employment Rate               | 85.2%       | 83.5%         | 98%                    |
| Dislocated Worker Employment Retention Rate             | 90.7%       | 89.1%         | 98.2%                  |
| Dislocated Worker Average Six-Month Earnings            | \$14,555    | \$15,605      | 107.2%                 |

| <b>Program Year 2013 (July 1, 2013 – June 30, 2014)</b> |             |               |                        |
|---|-------------|---------------|------------------------|
| <b>Performance Measure</b>                              | <b>Goal</b> | <b>Actual</b> | <b>Percent of Goal</b> |
| Youth Placement in Employment or Education              | 68.5%       | 66.6%         | 97.2%                  |
| Youth Attainment of Degree or Certificate               | 65%         | 58.2%         | 89.5%                  |
| Youth Literacy or Numeracy Gains                        | 50%         | 53.4%         | 106.8%                 |
| Adult Entered Employment Rate                           | 75.4%       | 77.8%         | 103.2%                 |
| Adult Employment Retention Rate                         | 89.5%       | 82.6%         | 92.3%                  |
| Adult Average Six-Month Earnings                        | \$10,769    | \$11,659      | 108.3%                 |
| Dislocated Worker Entered Employment Rate               | 85.2%       | 83.2%         | 97.7%                  |
| Dislocated Worker Employment Retention Rate             | 90.7%       | 90.6%         | 99.9%                  |
| Dislocated Worker Average Six-Month Earnings            | \$15,000    | \$16,031      | 106.9%                 |

For each measure, the US Department of Labor defines performance as follows:

- Exceed = actual performance is greater than 100% of goal
- Meet = actual performance is 80% - 100% of goal
- Did not meet = actual performance is less than 80% of goal

If any measure was not met in either program year, address the reasons, corrective action measures taken, and current status.

All measures were either met or exceeded in both years.

B. Address fiscal integrity regarding funds provided under WIA.

Has the Secretary made a formal determination, during either of the last 2 consecutive years, that WIA funds provided to the area were misexpended due to willful disregard of the requirements of the provision involved, gross negligence, or failure to comply with accepted standards of administration?

No.

## **Section V. Local Board Information**

Using Attachment A, provide a list of local board members, to include composition categories and contact information.

**See Attached**

## **Section VI. Grant Recipient/Fiscal Agent**

Using Attachment B, designate the grant recipient/fiscal agent for the area. Signature of the lead official is required. Signatures of each chief elected official are also required.

**See Attached**

## **Section VII. Public Comment**

Attach documentation that public input was solicited and provide all comments received.

Request for public comment posted to Board's website.

<http://midlandsworkforce.org/>. See attached for details.

## Section VIII. Assurances and Signatures

### A. Assurances

The chief elected officials (CEOs) making this designation request assure the following:

- That they have been duly authorized to participate by and on behalf of the governing bodies of the counties specified and documentation of this authorization can be provided;
- Compliance with the requirements of the Act, all federal regulations implementing the Act, any revisions or amendments thereto, state issued instructions, and any and all applicable federal, state or local rules and regulations; and,
- Acceptance of the liability for any misuse of grant funds.

### B. Signatures

I/We, the undersigned chief elected official(s) of the petitioning county(ies), do hereby submit this formal designation petition under the conditions delineated herein and with the assurances specified herein.

| <u>County</u> | <u>Signature</u> | <u>Date</u> |
|---------------|------------------|-------------|
| Fairfield     | _____            | _____       |
| Lexington     | _____            | _____       |
| Richland      | _____            | _____       |
| _____         | _____            | _____       |
| _____         | _____            | _____       |
| _____         | _____            | _____       |
| _____         | _____            | _____       |
| _____         | _____            | _____       |

Submit Petition to: LaCrystal Jackson  
SC Department of Employment and Workforce  
1550 Gadsden Street  
Post Office Box 1406  
Columbia, South Carolina 29202

Submit by: 5:00 p.m., Monday, May 4, 2015

**Attachment B**

**(Enter name) Local Workforce Development Area**

**Designation of Grant Recipient/Fiscal Agent**

The Chief Elected Officials of the Midlands Local Workforce Development Area hereby designate Central Midlands Council of Governments as the grant recipient and fiscal agent pursuant to the Workforce Innovation and Opportunity Act (WIOA).

While WIOA permits the local Chief Elected Officials (CEOs) to designate an entity to serve on their behalf as grant recipient and fiscal agent, the CEOs understand that this designation does not relieve them of their liability for any misuse of grant funds.

| <u>County</u> | <u>Authorized Signature</u> | <u>Date</u> |
|---------------|-----------------------------|-------------|
| Fairfield     |                             |             |
| Lexington     |                             |             |
| Fairfield     |                             |             |
|               |                             |             |
|               |                             |             |
|               |                             |             |
|               |                             |             |
|               |                             |             |
|               |                             |             |

As the authorized signatory official of Central Midlands Council of Governments, I accept the responsibilities as WIOA grant recipient and fiscal agent for the Midlands Workforce Development Area.

|   |           |      |
|---|-----------|------|
| <u>Benjamin Mauldin, Executive Director</u> |           |      |
| Name and Title                              | Signature | Date |

## **MIDLANDS WORKFORCE DEVELOPMENT AREA INTERLOCAL CONSORTIUM AGREEMENT**

This Agreement is mutually reached among the following parties: Elected Officials of Fairfield, Lexington and Richland Counties; Midlands Workforce Development Board; and Central Midlands Council of Governments.

WHEREAS, the State of South Carolina Workforce Development Board, pursuant to Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), has designated the Midlands Workforce Development Area (MWDA) to include Fairfield, Lexington and Richland Counties; and

WHEREAS, the Midlands Workforce Development Area has a local Workforce Development Board, the Midlands Workforce Development Board (hereinafter, MWDB) established in accordance with WIOA criteria at section 107 (b) (1) (2) (3) (4) (5) (6) of the Workforce Innovation and Opportunity Act of 2014;

Now, therefore, the respective county councils, the MWDB and the Central Midlands Council of Governments (hereinafter, CMCOG) enter into the following agreement for the provision of programs and services authorized by WIOA;

1. Purpose. MWDB, a workforce development planning entity, will implement and carry out the provisions of the Workforce Innovation and Opportunity Act for Fairfield, Lexington and Richland counties and such other workforce initiatives as may result from cooperative and collaborative relationships fostered by MWDB in carrying out its responsibilities for workforce development in the Midlands Workforce Development Area.
2. Consortium Structure. The parties to this agreement concur to an equitable delineation of responsibility, duty and partnership with regard to the implementation and execution of WIOA. This partnership includes selection of the fiscal agent and administrative entity for the purposes of oversight, management and operation of Adult, Dislocated Worker and Youth activities, as well as the One-Stop delivery system.
3. Designation of Chief Local Elected Official (CLEO). The CLEO is the Chief Local Elected Official selected among the consortium of Local Elected Officials and representing the Local Elected Officials in the Workforce Development Area. The CLEO shall be a rotating position, serving a term of one (1) year, to be filled by a consortium member County Council Chair on a rotating basis. The service order for CLEO shall be by alphabetical order of the county name. To avoid any conflict of interest (actual or perceived), the CLEO shall not serve as the highest ranking officer on any Board or other entity that governs the fiscal agent or service delivery provider(s). The CLEO shall be the designated authority to execute documents, agreements, transactions, make decisions and execute time sensitive issues.
4. Fiscal Agent. All funds allocated by the Governor to any of the MWDA counties, under the Workforce Innovation and Opportunity Act shall be received by CMCOG as the fiscal agent of the grant recipient and disbursed as provided in Attachment A to this agreement and in accordance with state and federal WIOA requirements and conditions.

5. Administrative Entity. CMCOG will serve as Administrative Entity and carry out the functions described in Attachment A to the agreement.
6. Liability. In accordance with WIOA the Local Elected Officials of the Consortium counties retain financial liability for the MWDA even when designating the Administrative Entity as the fiscal agent for WIOA funds. Fiscal responsibilities will be allocated among the Consortium counties based on the ratio of funds received each year through the Act.
7. Board Appointment. The parties to this agreement shall establish and maintain a Local Workforce Development Board in accordance with federal and state guidelines. The WDB shall be comprised of the mandatory partners and maintain a majority of membership by business representatives from the private sector, as identified in WIOA. Appointments to the board will be conducted by the respective counties in accordance with the accepted processes and guidelines generally followed for board, commission or other service positions. To maintain consistency and effectiveness of leadership, the service term of seats on the board shall expire on a staggered or alternating basis.
8. Amendments. This interlocal consortium agreement is dynamic in nature, and can be modified or amended, if the need arises and the respective signatories agree.
9. Duration. The duration of this agreement will be for five (5) years, effective upon signature and lasting through June 30, 2020. It is expected that the terms of this interlocal consortium agreement will be evaluated prior to this date for reconsideration and reissue.
10. Termination. Any County that is part of this agreement may withdraw from it rendering it null and void by giving 180 calendar days written notice prior to the end of the then existing program year. The same conditions for termination of the agreement shall apply to CMCOG and the MWDB.

Signed for and on behalf of:

FAIRFIELD COUNTY

By: \_\_\_\_\_  
Its: Chairman

Date: \_\_\_\_\_

LEXINGTON COUNTY

By: \_\_\_\_\_  
Its: Chairman

Date: \_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_  
Its: Chairman

Date: \_\_\_\_\_

MIDLANDS WORKFORCE DEVELOPMENT BOARD

By: \_\_\_\_\_  
Its: Chairman

Date: \_\_\_\_\_

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Its: Executive Director

Date: \_\_\_\_\_

## ATTACHMENT A

### MWDB, FISCAL AGENT AND ADMINISTRATIVE ENTITY ROLES AND RESPONSIBILITIES

#### I. Role of MWDB

MWDB shall be responsible for:

- A. Approving policies and providing oversight of WIOA funded and other workforce-funded activities in the three-county workforce development area;
- B. Providing oversight of the day-to-day operation of the Workforce Development system and ensure that all activities comply with the provisions of the Act, MWDB policies and directives, federal state and county regulations to include:
  - 1. Implementing Board workforce system policies and directives;
  - 2. Maintaining a management information system;
  - 3. Providing monthly programmatic and financial reports;
  - 4. Implementing customer grievance procedures as established by MWDB and CMCOG;
  - 5. Implementing Board approved procedures to ensure appropriate conduct and performance of programs and services;
  - 6. Conducting monitoring and providing technical assistance to promote and enhance optimal performance; and
  - 7. Providing technical assistance to service providers as required.
- C. Developing and modifying the five-year local workforce development plan and conducting oversight of the One-Stop system, WIOA funded Adult, Dislocated Worker and Youth employment and training activities;
- D. Selecting of Director and staff to serve the MWDB in compliance with the Administrative Entities policies and applicable available to work criteria, as well as within the means of MWDB budget. Additionally, this shall include determination of staff location, movement, replacement and/or termination of the staff that serve under the periphery of the MWDB Staff within the policies and criteria of the Administrative Entity;
- E. Coordinating workforce development activities with economic development strategies and cultivating employer linkages by promoting private sector involvement in the workforce development system through effective connecting, brokering, leveraging and partnership-building activities;
- F. Selecting operators and providers of WIOA services in the MWDA in accordance with the provisions of WIOA sections inclusive of One-Stop Operators, Youth providers, eligible providers of training services and eligible providers of career services;
- G. Developing a budget for the purpose of carrying out Board activities including an

annual budget and any required modifications thereto for the Administrative Entity's MWDB staff, in accordance with WIOA section 107(d)(12) (A); and forwarding this budget to the CMCOG Board for adoption;

- H. Ensuring that all contracts with service providers establish clear goals and obligations in unambiguous terms;
- I. Negotiating and reaching agreement on local performance measures with the chief elected officials and the Governor;
- J. Designate and maintain standing committees for planning, operation, management, etc., in accordance with WIOA that include:
  - 1. Operation and management of the One-Stop deliver system;
  - 2. Youth services;
  - 3. Services to individuals with disabilities.
- K. Scheduling and staffing all board and committee meetings; and
- L. Attending federal, state and local meetings, conferences and training as needed.

II. Role of the Administrative Entity and Fiscal Agent: Central Midlands Council of Governments

- A. Support activities of the MWDB and carry out WIOA grant requirements and policy directives, including:
  - 1. Staying abreast of and keeping MWDB apprised of federal and state policy directives and pending changes;
  - 2. Providing information regarding anticipated and pending legislation;
  - 3. Ensuring compliance with federal, state and local directives, as required by WIOA; and
  - 4. Attending federal, state and local meetings, conferences and training as needed
- B. Utilization of contracting system which includes:
  - 1. Employing an MWDB-approved system for the award and monitoring of contracts with eligible service providers, said contracts containing acceptable standards for ensuring accountability and ensuring the CMCOG Executive Director's approval, by signature, as designated agent for MWDB, of each MWDB contract;
  - 2. Acting with due diligence to monitor the implementation of the contracts, including carrying out appropriate fiscal monitoring activities (including audits) at regular intervals;
  - 3. Taking prompt and appropriate corrective action upon notice of violations of the Act or the implementing of regulations with all contracts;
  - 4. Ensuring that all contracts for services approved by MWDB are competitively procured in accordance with CMCOG requirements; and
  - 5. Implementing contract type, terms, and specifications as approved by MWDB.

- C. Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the activities and system and for workforce development activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 116 (ref: WIOA sec 107 (d))
- D. Receipt and accountability for all Workforce Innovation & Opportunity Act funds;
- E. Establishment and maintenance of a financial management system;
- F. Providing monthly financial reports;
- G. Establishment and maintenance of procurement and contracting system;
- H. Processing payment and reimbursements authorized by duly enacted board approved policies;
- I. Monitoring and reporting as required to the MWDB, local elected officials, state, CMCOG and US Department of Labor; and
- J. Engaging and selecting an auditor to audit all funds as required by the Act.

# Richland County Council Request of Action

**Subject**

- a. Midlands Mediation Center
- b. Lower Richland STEM Project

# Richland County Council Request of Action

## **Subject**

15-03MA  
John Cooper  
RU to RS-MD (7.03 Acres)  
Riding Grove Rd.  
28900-01-30 **[THIRD READING] [PAGES 41-42]**

## **Notes**

First Reading: March 24, 2015  
Second Reading: April 7, 2015  
Third Reading:  
Public Hearing: March 24, 2015

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 28900-01-30 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 28900-01-30 from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

Public Hearing:        March 24, 2015  
First Reading:        March 24, 2015  
Second Reading:      April 7, 2015 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

14-38MA, George Goff, HI to GC (15.39 Acres), 1117 & 1105 Sparkleberry Lane Ext., 22909-04-01 & 22905-06-10  
**[THIRD READING] [PAGES 43-44]**

## **Notes**

First Reading: December 16, 2014  
Second Reading: February 10, 2015  
Third Reading:  
Public Hearing: December 16, 2014

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 22909-04-01 AND # 22905-06-10 FROM HI (HEAVY INDUSTRIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 22909-04-01 and 22905-06-10 from HI (Heavy Industrial District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Norman Jackson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

Public Hearing: December 16, 2014  
First Reading: December 16, 2014  
Second Reading: February 10, 2015 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Sections 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills **[PAGES 45-57]**

## **Notes**

March 24, 2015 - The Committee recommended that Council approve the ordinance amendment to remove the requirements placing a lien on property if owners do not pay their sewer bill. Staff will pursue utilizing the GEAR/Debt SetOff program and/or any other type of collection method to collect delinquent payments from the property owners as opposed to placing a lien on property if the property owners do not pay their sewer bill.

First Reading: April 7, 2015

Second Reading:

Third Reading:

Public Hearing:

## Richland County Council Request of Action

**Subject:** Ordinance Amendments Regarding the Removal of the Requirements Placing a Lien on Property

### **A. Purpose**

County Council is requested to approve ordinance amendments to remove the requirements placing a lien on property if owners do not pay their sewer bill, or if owners do not maintain lots, and allow them to become overgrown.

### **B. Background / Discussion**

On September 9, 2014, Council member Jackson brought forth the following motion:

“Remove the requirements placing a lien on property if owners do not pay sewer bill or if owners do not maintain overgrown lots.”

The County can place a lien on property if the property owner does not pay their sewer service charges, sewer connection charges and/or capital sewer service charges, under the Richland County Code of Ordinances, Chapter 24, Utilities; Article II, Water and Sewer Service Generally; 24-7, Powers of the council; 24-8, Unpaid water or sewer charges a lien; and Chapter 24.5, Special Sewer Assessment District; 24.5-42, Authorization and enforcement of charges; 24.5-43, Sewer service charges and sewer connection charges created as liens; 24.5-44, Capital sewer service charges created as liens. See attached ordinance(s).

As a point of reference, pursuant to South Carolina Code of Laws, creating a lien against real property is an available method for a governing body to collect overdue sewer charges; however, it is not mandatory. See the appropriate State law(s) below:

**SECTION 6-15-90.** Levy of assessment for annual sewer service charge. In the event that it is impractical to provide for the collection of all or any part of the sewer service charge jointly with charges rendered by a private or public agency for water service, then in such event the governing body shall be fully empowered to levy an assessment for the annual sewer service charge. Prior to the making of any sewer connection or the furnishing of any sewage disposal service for which the prescribed sewer service charge shall pursuant to Section 6-15-100 become a lien on the property affected and prior to any subsequent increase in any sewer service charge not less than ten days' written notice shall be given to each affected property owner notifying him of the nature and quantum of the sewer service charge and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the governing body. Following such hearing, if such be requested and held, action shall be taken by the governing body and notice of its decision shall be given to the property owner concerned or his counsel as the case may be not less than ten days prior to the effective date of the sewer service charge. Any property owner aggrieved by the action of the governing body may proceed by appeal in the court of common pleas for the county in which his property or any part thereof lies, to have such court review the action taken by the governing body at which time the court will determine the validity and reasonableness of the sewer service charge. Sewer service charges not intended to become liens in the case of nonpayment may be imposed and subsequently increased upon any user without such notice and hearing. The

appeal provided for herein shall be pursuant to the provisions of Chapter 7 of Title 18, providing for appeals to the court of common pleas.  
HISTORY: 1962 Code Section 59-507.8; 1965 (54) 693.

**SECTION 6-15-100.** Lien for sewer service charge. If the notice or notices prescribed by Section 6-15-90 shall have been given and any hearing requested pursuant thereto shall have been held all connection or tapping fees, sewer service charges and other charges imposed by the governing body following that procedure under authority of this chapter and not paid when due and payable, shall constitute a lien upon the real estate to which the sewage service concerned relates so long as the fees or charges remain unpaid. In addition to such other rights and remedies as may be available to the governing body in law or in equity for the collection of such fees and charges, the lien may be enforced by the governing body in the same manner and fashion as the lien of property taxes on real estate.  
HISTORY: 1962 Code Section 59-507.9; 1965 (54) 693.

**SECTION 6-15-110.** Other methods of collecting overdue charges. The method provided in this chapter for the enforcement of the collection of past due sewer service charges and connection fees by creating the liens against real property is not the exclusive method of enforcing this collection and the governing body is fully empowered to enforce the collection of these fees and charges in any other lawful manner in all or any part of the municipality, county, or special purpose district, including particularly by way of a contract as authorized under Section 6-15-80.

The County can place a lien on property with an overgrown lot within a developed residential area or commercial area within the County, under the Richland County Code of Ordinances, Chapter 18, Offenses; Section 18-4. Weeds and rank vegetation. See attached ordinance. Council may consider that according to a South Carolina Attorney General's opinion, the County is likely prohibited from placing liens on property owners with overgrown lots.

In either of the aforementioned instances, if the County files a lien, the County currently only collects the lien when the property is sold.

**C. Legislative / Chronological History**  
Motion by Mr. Jackson – September 9, 2014

**D. Financial Impact**  
The financial impact to the County regarding this motion is unknown at this time. However, the County would have to absorb the costs associated with delinquent sewer service charges, sewer connection charges and/or capital sewer service charges within the County. Additionally, the County would have to absorb the costs associated with maintaining the overgrown lots of property owners within the County. As a point of reference, last year (January 2013 – December 2013) the County provided maintenance services on 117 overgrown lots.

**E. Alternatives**  
1. Approve the ordinance amendments to remove the requirements placing a lien on property if owners do not pay their sewer bill or if owners do not maintain lots, and allow them to become overgrown.

2. Approve the ordinance amendment to remove the requirements placing a lien on property if owners do not pay their sewer bill.
3. Approve the ordinance amendment to remove the requirements placing a lien on property if owners do not maintain lots, and allow them to become overgrown.
4. Approve a policy that will suspend or terminate the utility services being provided to the property if owners do not pay their utility bill. This policy may include an option for the County to utilize the SC Department of Revenue's debt collection programs (Set-Off Debt/GEAR) to collect delinquent payments from the property owners. Staff can develop the policy and bring the policy back to Council for their consideration.
5. Do not approve the ordinance amendments.

**F. Recommendation**

This recommendation was made by Mr. Jackson. This is a policy decision for Council.

Recommended by: Norman Jackson

Department: County Council

Date: 9/9/14

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 12/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

There is not a recommendation made on the ROA. I would recommend alternative five and that the County continue to utilize this process as a collection tool.

**Sheriff:**

Reviewed by: Chris Cowan

Date: 12/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

At this time we would like clarification on the Attorney General's Opinion vs what we received from County Legal during the committee meetings on this issue. Placing the "Lien" on letters (and as an option for the County to enforce) provides the Code Enforcement Deputies the language that action can be taken against the property owner for not remedying the problem.

**Legal**

Reviewed by: Elizabeth McLean

Date: 12/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Legal recommends removing the lien language from the weeds and rank vegetation ordinance as we are likely prohibited from placing them in that circumstance; as to the liens for utility/sewer, that is a policy decision left to

Council's discretion. If Council chooses to remove the lien language, the County could attempt to recoup its costs via the Set-Off Debt program, which is already in use for other citizen debts to the County.

**Utilities/Administration**

Reviewed by: Sparty Hammett

Date: 12/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends that Council obtain an Attorney General's opinion as to the legality of placing liens on property for overgrown lot violations. If this language is removed, it would significantly impact the ability of the Sheriff's Department to enforce the ordinance and increase the number of overgrown lots that have to be cut by Public Works.

Administration recommends Council discretion in regard to removing the lien language for Utilities. If Council decides to remove the language, Administration recommends the use of the Set-Off Debt program.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 24, UTILITIES; ARTICLE II, WATER AND SEWER SERVICE GENERALLY; SECTIONS 24-7 AND 24-8; AND AMENDING CHAPTER 24.5, SPECIAL SEWER ASSESSMENT DISTRICT; ARTICLE III, FINANCING IMPROVEMENTS; RATES AND CHARGES; SECTIONS 24.5-42, 24.5-43 AND 24.5-44; SO AS TO DELETE THE REFERENCES TO LIENS AS A COLLECTION METHOD FOR UNPAID BILLS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Section 24-7, Powers of Council; is hereby amended to read as follows:

**Sec. 24-7. Powers of the council.**

The council shall be empowered as follows:

- (1) To enter into contracts by which any special purpose district or municipality in the county may agree to maintain and operate any part or all of any water and sewer facilities of the county or under its control, on a cost basis or any reasonable basis.
- (2) To make any and all regulations which shall be deemed appropriate in connection with the construction, establishment, maintenance and use of any water or sewer facilities of the county or under its control.
- (3) To acquire, establish, maintain, operate, extend, enlarge, and improve such system of water lines, mains and pipes and sewers, sewer lines, sewer mains, and sewage disposal and treatment facilities as, in the opinion of the council, is required for the maintenance of the health of the county.
- (4) To purchase or lease existing water and sewer lines, mains, systems and disposal or treatment plants and to make contracts whereby they may be connected to the lines or systems which it may establish.
- (5) To employ such engineering, clerical and other help as it deems necessary and fix the salaries and compensation of such employees.
- (6) To place into effect and to revise by resolution a schedule of rates and charges upon all those who receive benefits from the water or sewer facilities of the county.

- (7) To build, construct, maintain and operate ditches, tunnels, culverts, flumes, conduits, mains, pipes, dikes, dams and reservoirs.
- (8) To contract for or otherwise acquire a supply of water and sell water for industrial and domestic use.
- (9) To enter into contracts for the sale of water with persons, private corporations, municipalities or other public or private bodies.
- (10) To prescribe such regulations as it shall deem necessary to protect from pollution all water in its pipes, tanks, reservoirs, distribution systems or elsewhere within its system.
- (11) To require a permit for connection with any sewer constructed and maintained by the county, and as a condition to the issuance of any such permits, to promulgate regulations prescribing the type and manner of connections permitted to be made therewith, to inspect such connections to ensure compliance and to make a reasonable charge for permits sufficient to cover the cost thereof and of such inspection.
- (12) To make use of county and state highway rights-of-way in which to lay pipes and lines in such manner and under such conditions as the appropriate officials in charge of such rights-of-way shall approve.
- (13) In addition to the rates and charges provided for in paragraph (6), to place into effect and revise whenever it so wishes or may be required a schedule of water and sewer service or connection charges for the use of and connection to any water or sewer facilities which it may operate, ~~which charges shall, pursuant to section 24-8, become a lien on the property affected. Prior to the making of any connection or the furnishing of any service for which the prescribed service charge shall become a lien on the property affected and prior to any subsequent increase in any such service charge, not less than ten (10) days' written notice shall be given to each affected property owner notifying him of the nature and quantum of the service charge and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the council or its designee. Following such hearing, if such be requested and held, action shall be taken by the council and notice of its decision shall be given to the property owner concerned or to his counsel, as the case may be, not less than ten (10) days prior to the effective date of the sewer service charge. Any property owner aggrieved by the action of the council may proceed by certiorari in the court of common pleas for the county to have such court review the action taken by the county, at which time the court will determine the validity and reasonableness of the service charge so made.~~ Service charges ~~not intended to become liens~~ in the case of nonpayment can be imposed and subsequently increased upon any user in the unincorporated area of the county without ~~such~~ notice and hearing.
- (14) To enter into contracts with any water distribution agency upon terms and conditions to be mutually agreed upon by which the council shall authorize the water distribution agency to add the sewer service charges to the charge rendered for water service in a single bill, shall constitute the water distribution agency its agent for the purpose of collecting such sewer service charges as the council shall from time to time impose upon those who utilize

its sewer facilities and shall empower the water distribution agency as such agent to disconnect water service upon failure of any user to pay such sewer service charges.

(15) To adopt and enforce regulations requiring all persons to whom it shall be available to make use of any water or sewer facilities which the county shall from time to time operate; and generally with respect to the discharge of sewage and the use of privies, septic tanks and any other type of sewer facilities within the unincorporated area of the county.

SECTION II. The Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Section 24-8, Powers of Council; is hereby amended to read as follows:

**Sec. 24-8. Collection of unpaid Unpaid water or sewer charges ~~a~~ lien.**

~~(a) If the notice or notices prescribed by paragraph (13) of section 24-7 shall have been given and any hearing requested pursuant thereto shall have been held, all water or sewer service charges imposed by the council following that procedure under authority of this article and not paid when due and payable shall be and constitute a lien upon the real estate to which the water or sewer service concerned relates so long as the water or sewer service charges remain unpaid. In addition to such other rights and remedies as may be available to the council in law or in equity for the collection of the water or sewer service charges, the lien may be enforced by the council in the same manner and fashion as the lien of property taxes on real estate. The lien herein provided shall be superior to all other liens except liens for unpaid property taxes.~~

~~(b) The method provided in this article for the enforcement of the collection of past due water or sewer service charges shall not be the exclusive method of enforcing such collections and T~~the council county is fully empowered to enforce the collection of any such past due or unpaid water or sewer service charges in any ~~other~~ lawful manner in all or any part of the unincorporated area of the county, including particularly by way of a contract with a water distribution agency as authorized under paragraph (14) of section 24-7.

SECTION III. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-42, Authorization and Enforcement of Charges; is hereby amended to read as follows:

**Sec. 24.5-42. Authorization and enforcement of charges.**

~~(a) The sewer service charges, sewer connection charges and capital sewer service charges may become liens on the property on which they are imposed, provided that the notice and public hearing requirements of sections 24.5-25, 24.5-43 and 24.5-44 hereof have been met. If adopted in the form of a lien, such unpaid sewer service charges, sewer connection charges and capital sewer service charges shall remain liens as long as they remain unpaid. In addition to such other rights and remedies as may be available to the county in law or in equity for the collection of unpaid sewer service charges, sewer connection charges and capital sewer service charges, the lien may be enforced by the~~

~~county in the same manner and fashion as the lien of property taxes on real estate. The lien herein provided shall be superior to all other liens except liens for unpaid property taxes.~~

~~—(b) The method provided in this article for the enforcement of the collection of past due sewer service charges, sewer connection charges and capital sewer service charges shall not be the exclusive method of enforcing such collection and the~~ The county is fully empowered to enforce the collection of any such past due or unpaid sewer service charges and capital sewer service charges in any ~~other~~ lawful manner, which methods include the entering into contracts for the collection of such charges with other political subdivision.

SECTION IV. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-43, Sewer service charges and sewer connection charges created as liens; is hereby amended to read as follows:

**Sec. 24.5-43. Sewer service charges and sewer connection charges ~~created as liens.~~**

The council shall place into effect and revise whenever it so wishes or may be required a schedule of sewer service and sewer connection charges to be imposed within the district for the use of the connection to the system. ~~Prior to the imposition of any sewer service charges or sewer connection charges authorized by the provisions of this chapter and which are to become liens in accordance with sections 6-15-90 and 6-15-100 of the Code of Laws of South Carolina, 1976, as amended, and prior to any subsequent increase in any such sewer service charges or sewer connection charges, not less than fifteen (15) days' written notice shall be given to each affected property owner notifying him of the nature and quantum of such charges and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the council. Following such hearing, if such be requested and held, action shall be taken by the council and notice of its decision shall be given to the property owner concerned or to his counsel, as the case may be, not less than ten (10) days prior to the effective date of the sewer service charge and sewer connection charges. Any property owner aggrieved by the action of council may appeal to the court of common pleas for Richland County to have such court review and action taken by the council as the validity and reasonableness of the sewer service charge and sewer connection charges.~~

SECTION V. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-44, Capital sewer service charges created as liens; is hereby amended to read as follows:

**Sec. 24.5-44. Capital sewer service charges ~~created as liens.~~**

(a) The council shall place into effect and revise whenever it so wishes or may be required a schedule of capital sewer service charges which will be used to retire debt incurred to finance that portion of the system within a particular district. The capital sewer service charges shall be based on the estimated cost of the establishment and construction of any sewer lateral collection lines and any extensions thereof constructed within the district, or so much of the estimated cost thereof as the council in its discretion deems appropriate, and shall be assessed upon the lots and parcels of land abutting directly on such lateral lines or

extensions thereof according to the extent of the respective frontage thereon by an equal rate per foot of such frontage; but the council may, in its discretion, provide, in the instance of corner lots, for a charge deemed to be equitable. If part or all of the district is part of a development plan or zoned for residential use, then such capital sewer service charges may be levied by the council on a parcel or per unit basis rather than on a front-foot basis. The capital sewer service charges to be levied in connection with such installations may be paid in equal installments covering a period not to exceed twenty (20) years. Such deferred payments shall be payable annually within the period that county taxes are payable and late payments shall be penalized to the same extent as in the case of county taxes.

(b) In connection with the imposition of such capital sewer service charges:

(1) The council shall provide a general description of the improvements to be made and the street or parts thereof whereon the work is to be effected and the estimated cost thereof and the amount of the cost to be assessed upon all abutting properties and the terms and manner of payment. Such description may incorporate by reference plats and engineering reports and other data on file in the office of the county coordinator of utilities and services provided that the place of filing and reasonable hours for inspection by interested persons are specified in the ordinance imposing the capital sewer service charges. Within thirty (30) days of the creation of a district, the council shall prepare in poster form a notice advising of the proposed capital sewer service charges and generally describing the area to be affected and shall deliver the notice to the register of mesne conveyances of the county. The register of mesne conveyances shall prominently display such notice in his office until an assessment book compiling a list of all residents and property owners of the district has been prepared by the county auditor and filed with the council. Failure to provide or post such notice shall not affect the validity of any such assessment.

(2) Immediately after such assessment book has been completed, the council shall forthwith cause one copy thereof to be deposited in the office of the register of mesne conveyances for inspection by interested parties, and shall cause to be published at least once in a newspaper of general circulation in the county a notice of the completion of the assessment book. This notice shall set forth a description in general terms of the improvements and the time fixed for the meeting of the council for a hearing of objections in respect of the capital sewer service charges. Such meeting shall not be earlier than ten (10) days from the date of the publication of such notice.

(3) As soon as practicable after the completion of the assessment book and prior to the publication of the notice mentioned in the preceding paragraph (2), the council shall mail to the owner or owners of each lot or parcel of land against which a capital sewer service charge is to be levied at his or their address, if any, appearing on the records of the county auditor, a notice stating the nature of the improvement, the principal amount of bonds to be issued in order to finance the improvements, the appropriated amount to be assessed against the particular property in order to repay the bonds, and the frontage in feet or charge per parcel upon which the capital sewer service charge is based, together with the terms and conditions upon which the capital sewer service charge may be paid. This notice shall also contain a brief description of the district together with a statement

that the amount assessed shall constitute a lien against the property superior to all other liens except property taxes. The notice shall also state the time and place fixed for the meeting of the council mentioned in the preceding paragraph (2) for a hearing of objections in respect of the capital sewer service charge. Any property owner who fails to appear at the meeting and shall have failed not later than three (3) days prior to the date set for such meeting, to file with the council a written objection to the capital sewer system charges against his property shall be deemed to have waived all rights to object to such capital sewer service charges and the notice prescribed herein shall so state.

(4) At the time and place specified for the meeting above-mentioned, or at some other time to which it may adjourn, the council shall hear the objections of all persons who have filed written notice of objection within the time prescribed above who may appear and make proof in relation thereto either in person or by their attorney. The council may thereupon make such corrections in the assessment book as it may deem proper, confirm the same or set it aside and provide for a new assessment.

Immediately upon the confirmation of a capital sewer service charge, the council shall mail a written notice (the confirmation notice) to all persons who have filed written objections as hereinabove provided of the amount of the capital sewer service charge confirmed against his property. Such notice shall be given to the affected property owners not less than ten (10) days prior to the effective date of the capital sewer service charge.

Subsequent to the council's confirming an assessment book, either as originally prepared or as thereafter corrected, a copy thereof certified by the clerk of the council shall forthwith be filed in the office of the register of mesne conveyances. ~~From the time of such filing the capital sewer service charges impressed in the assessment book shall constitute and be a lien on the real property against which the same are assessed superior to all other liens and encumbrances except only the lien for property taxes.~~

(5) After the assessment book has been confirmed, a certified copy thereof shall be delivered to the county treasurer who shall prepare and keep a separate book or books in connection therewith and who shall proceed to collect the same in the manner of county taxes and shall remit such collections on or before April fifteenth of each year upon the direction of the council. Each year the county auditor shall mail out notices of such capital sewer service charges at the same time county tax notices are mailed. ~~Past due capital sewer service charges shall be turned over by the county treasurer to the tax collector who shall proceed to collect in the same manner as unpaid county taxes are collected. The collecting official shall likewise keep separate records in connection with such past due assessments and shall remit all sums collected forthwith upon the direction of the council.~~

(6) If any such person is dissatisfied with the amount of the capital sewer service charge so confirmed, such person shall within ten (10) days after the mailing of the confirmation notice to him, give written notice to the council of his intent to appeal the capital sewer service charge to the court of common pleas for the county, and shall within five (5) days after giving such notice to the council serve upon the council a

statement of facts upon which he bases his appeal. Any property owner who fails to give the notice of his objection prescribed by this paragraph, shall be deemed to have waived all rights to object to the capital sewer service charge and the confirmation notice shall so state and shall also advise of the appeal procedure provided by this paragraph. No such appeal shall delay the construction of the improvements or affect the validity of the capital sewer service charges confirmed and not appealed.

(7) Subsequent to the confirmation of an assessment book, the council may correct, cancel or remit any such capital sewer service charge and may remit, cancel or adjust the interest or penalties of any capital sewer service charge and is empowered, when in its judgment there is any irregularity, omission, error or lack of jurisdiction in any of the proceedings relating thereto, to set aside the capital sewer service charge made by it and thereupon to make a reassessment.

(c) In the event the council provides that such capital sewer system charges may be paid in equal annual installments, then any property owner shall have the right at any time in his option to prepay in full the capital sewer service charge against his property by the payment of the balance due plus interest calculated to the date of prepayment. ~~If any property owner shall fail or neglect to pay any installment when the same becomes due and payable, then and in that event the council may, at its option, declare all of the installments remaining unpaid at once due and payable and such property may be sold by the county sheriff in the same manner and with the same right of redemption as are prescribed by law for the sale of land for unpaid property taxes.~~

SECTION VI. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION VIII. Effective Date. This Ordinance shall be enforced from and after \_\_\_\_\_, 2014.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Norman Jackson, Chair

ATTEST this the \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair **[PAGES 58-64]**

## **Notes**

March 24, 2015 - The Committee recommended that Council approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county's road maintenance system and to include the roads in the Sunny Acres subdivision.

First Reading: April 7, 2015

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-15HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 ROAD MAINTENANCE ANNUAL BUDGET TO APPROPRIATE EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) TO SUPPLEMENT PAVED ROAD REPAIR.

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

SECTION I. That the amount of Eight Hundred Thousand Dollars (\$800,000) be appropriated to provide funding to supplement Paved Road Repair. Therefore, the Fiscal Year 2014-2015 Road Maintenance Annual Budget is hereby amended as follows:

REVENUE

|   |                   |
|---|-------------------|
| Revenue appropriated July 1, 2014 as amended:   | \$ 6,334,089      |
| Appropriation of Road Maintenance Fund Balance: | \$ <u>800,000</u> |
| Total Road Maintenance Fund Revenue as Amended: | \$ 7,134,089      |

EXPENDITURES

|  |                   |
|--|-------------------|
| Expenditures appropriated July 1, 2014 as amended:   | \$ 6,334,089      |
| Paved Road Repair:                                   | \$ <u>800,000</u> |
| Total Road Maintenance Fund Expenditures as Amended: | \$ 7,134,089      |

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2015

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

First Reading:           April 7, 2015 (tentative)  
Second Reading:  
Public Hearing:  
Third Reading:

# Richland County Council Request of Action

**Subject:** Budget Amendment - Paved Road Repair

## **A. Purpose**

County Council is requested to approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county's road maintenance system.

## **B. Background / Discussion**

In 2012, the D&S Committee reviewed a proposed Road Right of Way and Acceptance Policy (policy) for prescriptive easements and unaccepted Paved Roads. The purpose of the policy was to address the acquisition of Right of Way for the improvement of county maintained roads presently in prescriptive easements and the acceptance of existing improved roads not accepted into the county's maintenance system.

If approved, the policy change would affect 40 private subdivision roads – see attached list of roads. Of the 40 roads, 27 needed repairs to bring them up to an acceptable standard. The estimated cost of the repairs was \$800,000.00.

The proposed policy was forwarded to the 2013 Council Retreat for review by Council.

At the Council Retreat in 2013, County Council reviewed the policy and the list of 40 private roads. At the February 5, 2013 Council meeting, Council approved the 2013 Council Retreat Directive to have staff accept the existing 40 paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance to make the necessary repairs to the roads to bring them up to acceptable standards.

Currently, county staff is in the process of accepting the 40 roads into the county's maintenance system. The approved funds (\$800,000.00) have remained in the Roads and Drainage Fund, and it is at this time that Council is requested to approve a budget amendment in the amount \$800,000.00 for the purpose of funding the repairs to the roads as they are accepted into the county's maintenance system.

## **C. Legislative / Chronological History**

- 7/31/12 – The D&S reviewed the request of action regarding the policy. The item was held in Committee pending staff in Public Works addressing the issue of how to deal with paved roads that are not up to county standards.
- 9/25/12 - The D&S Committee deferred this item so that staff may provide a list of roads, costs, and possible funding sources.
- 12/18/12 – The D&S Committee recommended that Council forward this item to the 2013 Council Retreat for review.
- 12/18/12 – Council forwarded this item to the 2013 Council Retreat for review.
- 1/25/13 - Council reviewed this item at the 2013 Council Retreat
- 2/5/13 - Council approved the 2013 Council Retreat Directive to have staff accept the existing paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance

**D. Financial Impact**

A budget amendment from the Roads and Drainage Fund Balance is needed for \$800,000.00. This action will require three readings and a public hearing.

**E. Alternatives**

1. Approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.
2. Do not approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

**F. Recommendation**

It is recommended that Council approve the request for a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

Recommended by: Ismail Ozbek, Director  
Department: Public Works  
Date: January 6, 2014

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

**Finance**

Reviewed by: Daniel Driggers Date: 2/3/15  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

Funding is currently committed in the Roads and Drainage fund.

**Transportation**

Reviewed by: Rob Perry Date: 2/3/15  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

It is in our best interest to bring these roads up to good condition if the County intends to assume them into our system.

**Legal**

Reviewed by: Elizabeth McLean Date: 2/9/14  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Sparty Hammett Date: 2/10/14  
✓ Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

## List of Private Subdivision Roads

| PRIVATE SUBDIVISION ROADS |  |                  |                     |        |                  |
|---------------------------|--|------------------|---------------------|--------|------------------|
| ROAD NAME                 | SUBDIVISION                                | LENGTH (FT)      | Estimated Cost      | Repair | Council District |
| Merc Ct                   | Arthurtown Phase 3                         | 118.83           | \$0.00              |        | 10               |
| Riley Ct                  | Arthurtown Phase 3                         | 117.85           | \$0.00              |        | 10               |
| Dennis Ln                 | Camarie Farms - Dennis Ln                  | 3,622.55         | \$155,000.00        |        | 2                |
| Moody View Ct             | Devon Green Phase 1                        | 163.03           | \$2,500.00          |        | 8                |
| Sonny Ct                  | Devon Green Phase 1                        | 96.78            | \$2,500.00          |        | 8                |
| Jaybird Ln                | Devon Green Phase 2 & 3                    | 1,010.17         | \$10,000.00         |        | 88               |
| Reidy Ct                  | Devon Green Phase 2 & 3                    | 676.32           | \$5,000.00          |        | 8                |
| Bald Eagle Ct             | Heritage Hills Phase 2A                    | 105.60           | \$5,000.00          |        | 7                |
| Heritage Hills Dr         | Heritage Hills Phase 2A                    | 1,802.20         | \$5,000.00          |        | 7                |
| Otter Trail Ct            | Heritage Hills Phase 2A                    | 487.36           | \$5,000.00          |        | 7                |
| Burnwood Ct               | Heritage Hills Phase 2B                    | 355.41           | \$5,000.00          |        | 7                |
| Cedar Edge Ct             | Heritage Hills Phase 2B                    | 382.85           | \$5,000.00          |        | 7                |
| Heritage Hills Dr         | Heritage Hills Phase 2B                    | 1,550.45         | \$45,000.00         |        | 7                |
| Hickory Knoll Rd          | Heritage Hills Phase 2B                    | 1,054.75         | \$5,000.00          |        | 7                |
| Graces Way                | N/A: Graces Way (Only needs sidewalks)     | 2,069.99         | \$30,000.00         |        | 9                |
| Angela Dawn Ct            | North Lake Shore Point                     | 269.07           | No Cost Established |        | 1                |
| Robin Lynn Ln             | North Lake Shore Point                     | 224.24           | No Cost Established |        | 1                |
| Conn St                   | Northgate (Crane Creek Estates)            | 293.97           | \$10,000.00         |        | 7                |
| Crane Creek Ct            | Northgate (Crane Creek Estates)            | 400.32           | \$10,000.00         |        | 7                |
| Crane Creek Dr            | Northgate (Crane Creek Estates)            | 1,210.50         | \$35,000.00         |        | 7                |
| Scioto Dr                 | Northgate (Crane Creek Estates)            | 844.14           | \$35,000.00         |        | 7                |
| Durant St                 | Northgate (Crane Creek Estates): Durant St | 651.02           | \$10,000.00         |        | 7                |
| Durden Park Row           | Stonington Phase 1                         | 728.36           | \$10,000.00         |        | 7                |
| Ellafair Ln               | Stonington Phase 1                         | 247.85           | \$5,000.00          |        | 7                |
| Rose Dew Ln               | Stonington Phase 1                         | 239.90           | \$5,000.00          |        | 7                |
| Roundtree Rd              | Stonington Phase 1                         | 1,547.39         | \$25,000.00         |        | 7                |
| Stonebury Cir             | Stonington Phase 1                         | 348.92           | \$5,000.00          |        | 7                |
| Stonington Dr             | Stonington Phase 1                         | 1,629.95         | \$25,000.00         |        | 7                |
| Unnamed St                | Stonington Phase 1                         | 348.99           | No Cost Established |        | 7                |
| Roundtree Rd              | Stonington Phase 2A                        | 2,633.89         | \$20,000.00         |        | 7                |
| Summer Bend Rd            | Summer Valley Phase 2A                     | 877.56           | No Cost Established |        | 7                |
| Summer Park Rd            | Summer Valley Phase 2A                     | 547.89           | No Cost Established |        | 7                |
| Summer Bend Rd            | Summer Valley Phase 2B                     | 794.91           | No Cost Established |        | 7                |
| Summer Park Rd            | Summer Valley Phase 2B                     | 917.27           | No Cost Established |        | 7                |
| Summer Side Cir           | Summer Valley Phase 2B                     | 1,080.05         | No Cost Established |        | 7                |
| Summer Crest Rd           | Summer Valley Phase 3                      | 1,157.02         | No Cost Established |        | 7                |
| Summer Ridge Rd           | Summer Valley Phase 3                      | 370.92           | No Cost Established |        | 7                |
| Summer Vista Dr           | Summer Valley Phase 3                      | 978.17           | No Cost Established |        | 7                |
| Old Still Rd              | Wildewood: Old Still Rd                    | 3,088.53         | \$200,000.00        |        | 9                |
| Running Fox Rd W          | Wildewood: West of Polo Road               | 1,559.11         | \$125,000.00        |        | 9                |
|                           | <b>Totals</b>                              | <b>36,604.08</b> | <b>800,000.00</b>   |        |                  |

# Richland County Council Request of Action

**Subject**

- a. Accommodations Tax Committee - 2
- b. Business Service Center Appeals - 1
- c. Board of Zoning Appeals - 1
- d. Internal Audit Committee - 1
- e. Procurement Review Panel - 2

# Richland County Council Request of Action

**Subject**

Richland County Airport Commission - 1: **[PAGES 66-68]**

- a. J. Frank Manning, Jr.



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: J. Frank Manning, Jr. (Frank)

Home Address: 224 Chimney Hill Road

Telephone: (home) (803) 783-1624 (work) (803) 217-6020

Office Address: 100 SCANA Pkwy, Cayce, SC 29033

Email Address: frank.manning@scana.com

Educational Background: BA from USC; JD from USC School of Law

Professional Background: Attorney

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Richland County Airport Commission

Reason for interest: I have been a member of SC Aviation Association for 15 years  
serving as Vice-President in 2005 and 2006 and President in 2007 and 2008.

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:

For 12 years I served as General Counsel for the Richland-Lexington Airport District.

I contributed to the re-write and passage of Title 55 of the SC Code of Laws.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: As many as needed.

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No  \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes Perhaps \_\_\_\_\_ No \_\_\_\_\_

If so, describe: At a recent Commission Meeting there was an action proposed concerning a right of way for SCANA. In such situations, I would declare a conflict and not participate in the discussion or voting on such a matter.

  
Applicant's Signature

3-31-15  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

| Staff Use Only              |  |
|-----------------------------|--|
| Date Received: _____        | Received by: _____   |
| Date Sent to Council: _____ |  |
| Status of Application:      | <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |

# Richland County Council Request of Action

## **Subject**

### **COUNCIL RULES:**

**MOTION:** In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on Committee Agenda deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and the County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal, et al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action **[PEARCE AND MANNING]**

# Richland County Council Request of Action

## **Subject**

### **REPORT OF THE SEWER AD HOC COMMITTEE:**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of Public Sewers Required; so as to clarify that the section only applies to new construction **[FIRST READING] [PAGES 70-71]**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_ -15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 24, UTILITIES; ARTICLE IV, SEWERS AND SEWAGE DISPOSAL; DIVISION 2, USE OF PUBLIC SEWERS; SECTION 24-81, USE OF PUBLIC SEWERS REQUIRED; SO AS TO CLARIFY THAT THE SECTION ONLY APPLIES TO NEW CONSTRUCTION.

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

**SECTION I.** The Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of public sewers; is hereby amended to read as follows:

**Sec. 24-81. Use of public sewers required.**

The owner of all homes, buildings, or properties used for human occupancy, employment, recreation, or other purpose situated within the county, constructed after the date of enactment of this ordinance and abutting on any street, alley, or right-of-way in which there shall be located a public sanitary sewer is hereby required at his expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with provisions of this article ~~within ninety (90) days after written notice from the county to the property owner requiring such property owner to make connection thereto~~, provided that said public sewer shall be within two hundred (200) feet of the property line. The county council may grant a variance to the requirements of this section by resolution.

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

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

**SECTION IV.** Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk to Council

# Richland County Council Request of Action

**Subject**

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. OET Contract Authorization [**PAGE 73**]
- b. 2015 TIGER Grant Candidates [**PAGES 74-76**]



## **Contract and Service Agreement Process and Procedure for On-call Engineering Teams (OET)**

### **Background**

The Richland County Council has selected five (5) OETs to perform design work activities on selected Penny projects.

### **Assignments and Authorizations**

It is the intent of Council that work be equitably distributed among the five (5) OETs, but individual assignments and service agreements will be based on each team's qualifications and availability to perform the required work activities. Approval of individual service agreements and the fees associated with the work assigned is as follows:

1. All service agreements will be developed and assigned by the Richland County Director of Transportation. Each service agreement will be based on a negotiated scope and fee.
2. For any service agreement where the negotiated fee is less than \$500,000, the Director of Transportation will approve the service agreement.
3. For any service agreement where the negotiated fee is equal to or more than \$500,000, but less than \$1,000,000 the County Administrator will approve the service agreement.
4. For any service agreement where the negotiated fee is \$1,000,000 or more, the Richland County Council will approve the service agreement.

### **Reporting**

To ensure that the process be transparent, the status of the total fees and expenditures for each OET contract and the fees and expenditures for each individual service agreement will be provided to the Richland County Transportation Ad-hoc Committee. This reporting will include the amount of fees and expenditures allocated to all SLBEs and all certified DBEs. The status of work activities for any OET under a service agreement will be described in the regular monthly status reports provided to Council.



## 2015 TIGER Grant Candidates

### Discussion Points:

It was announced on April 2, 2015 that \$500 million will be made available, with applications beginning April 3, 2015, for transportation projects across the country under a seventh round of U.S. Department of Transportation's (DOT) Transportation Investment Generating Economic Recovery (TIGER) competitive grant program. Some highlights included in the program announcement are:

### Flexibility

TIGER can provide capital funding directly to any public entity, including municipalities, counties, port authorities, tribal governments, MPOs, or others.

### Innovative Funding

TIGER's competitive structure and broad eligibility allow project sponsors to develop multi-modal, multi-jurisdictional projects that may not be eligible for funding through traditional DOT programs.

### Leveraging Resources

TIGER projects have historically achieved, on average, co-investment of 3.5 dollars (including other Federal, State, local, private and philanthropic funds) for every TIGER dollar invested. TIGER grants may be used for up to 80% of the costs of a project, however.

### Encouraging Partnership

The TIGER program encourages States and localities to work together to bring more innovative, cross-modal proposals to the table. Priority is given to transportation projects that demonstrate strong collaboration among a broad range of participants, integration of transportation with other public service efforts, and/or projects that are the product of a robust planning process.

### Rural Investments

The TIGER program enables USDOT to use a rigorous process to select projects with exceptional benefits, explore ways to deliver projects faster and save on construction costs, and make investments in our Nation's infrastructure that make communities more livable and sustainable, including in rural areas.

### Project Evaluation

Each applicant should provide evidence that the expected benefits of the project *justify* the costs. If it is clear that the benefits do not justify the costs, the Department will not award a TIGER Discretionary Grant to the project. Benefits include the extent to which residents of the United States as a whole are made better off as a result of the project. The identified criteria that will be used by USDOT to evaluate the projects submitted are summarized below.



### **Primary Selection Criteria**

- ✓ State of Good Repair
- ✓ Economic Competitiveness
- ✓ Quality of Life
- ✓ Environmental Sustainability
- ✓ Safety

### **Secondary Selection Criteria**

- ✓ Innovation
- ✓ Partnership

Each project will include the results of a Benefit-Cost Analysis. Also the state of project readiness must be documented as well.

### **Project Awards**

Each lead applicant may submit no more than three (3) projects, and any grant application may not be less than ten (10) million dollars nor greater than two hundred (200) million dollars. The exception to these amounts is in areas defined by Census as rural, where the minimum grant size is one (1) million dollars. For the purposes of this notice, USDOT defines “rural area” as any are not in a Census defined Urbanized Area.

The FY 2015 TIGER program will fund projects of all eligible types, including projects that promote “*Ladders of Opportunity*”. Ladders of Opportunity projects focus on:

- ✓ Increase connectivity to employment, education, services and other opportunities
- ✓ Support workforce development
- ✓ Contribute to community revitalization, particularly for disadvantaged groups:
  - Low income groups
  - Persons with visible and hidden disabilities
  - Elderly individuals
  - Minority persons and populations

The FY 2015 Appropriations Act requires that 2015 TIGER funds are available for obligation through September 30, 2017. All funds must be expended by September 30, 2022.



**Application Dates and Deadlines**

|                          | <i>Application Opens</i> | <i>Application Deadline</i>       | <i>Website for Submission</i> |
|--------------------------|--------------------------|-----------------------------------|-------------------------------|
| <b>Pre-Application*</b>  | April 3, 2015            | May 4, 2015, at 11:59 p.m. E.D.T. | <u>Pre-App Instructions</u>   |
| <b>Final Application</b> | May 5, 2015              | June 5, 2015, at 11:59 p.m. E.D.T | <u>Grants.gov</u>             |

After reviewing the selection criteria, directed schedules and projects in our CTIP staff and the PDT propose one or both of the following projects for a TIGER grant application:

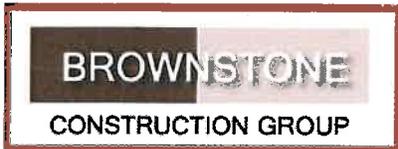
1. *Bluff Road and Rosewood Drive*
  - a. Bluff - This would extend from I-77 to Rosewood and Rosewood - from Bluff to Assembly
  - b. Includes: interchange improvements, 10 foot sidewalks/paths, 4 lane divided on Bluff, and modifying Rosewood to include 10 foot sidewalks and a divided roadway to provide a uniform number of lanes (perhaps 4 with median rather than 6 with no median or sidewalks)
  
2. *Clemson/Clemson & Sparkleberry, and Clemson to Percival*
  - a. Clemson Road - widen from 2 to 5 lane
  - b. Clemson & Sparkleberry Intersection improvements
  - c. Clemson Road and I-20 to include interchange ramp improvements and sidewalks and perhaps landscaping at Clemson and Percival

# Richland County Council Request of Action

**Subject**

**REPORT OF THE DECKER CENTER AD HOC COMMITTEE:**

- a. General Contractor Bid [**ACTION**] [**PAGES 77-114**]



April 3, 2015

Ms. Cheryl Patrick, CPPB  
Procurement Director  
Richland County Government  
2020 Hampton Street, Suite 3064  
Columbia, South Carolina 29204

Re: Decker Center Remodel Bid Results and Recommendation - RC-614-B-2015

Dear Cheryl:

On March 25, 2015, bids were received at the Richland County Procurement Office in response to Invitation for Bids RC-614-B-2015 for the Decker Center Remodel Project. Bids were submitted by General Contractors whose qualifications were reviewed prior to bidding.

The resulting bids were as follows:

|                              |                 |
|------------------------------|-----------------|
| H.G. Reynolds Construction   | \$22,237,000.00 |
| Metcon Construction          | \$24,042,000.00 |
| Contract Construction        | \$24,210,000.00 |
| Thompson-Turner Construction | Bid Withdrawn   |
| Mashburn Construction        | No Bid          |

With escalation pricing excluded, our most recent Estimate for the project was \$24,781,241.00 with the low bid being less than the estimate.

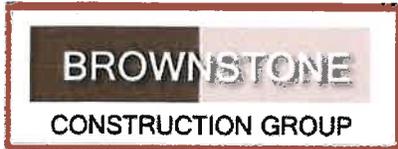
Our review of received bids has confirmed that H.G. Reynolds Construction is the lowest responsible bidder for the work. The firm is licensed to perform the required work, and have provided the necessary criteria as required in the documents.

It should be clarified that bids were not received from Thompson-Turner Construction and Mashburn Construction. Thompson-Turner withdrew their bid after initially submitting it on the day of the bid opening after discovering a bidding error after it was turned in to the Procurement Office. During the Bid Phase, Mashburn Construction informed Brownstone Construction Group via email on March 5, 2015 that they would not be participating in the bid after securing additional work since being pre-qualified for the Decker Center project.

I have spoken to Mr. Jeffrey Reynolds of H.G. Reynolds Construction who has indicated that his firm has reviewed their bidding documents and are comfortable with entering into a contract with the County for the indicated amount. Reynolds has provided the attached letter indicating that they are firm with their bid. Additionally, the company has noted that tough self-performing a significant portion of the work, they can commit to a minimum DBE Percentage of 10% that is within their company's provided historical data related to these efforts.

***Construction Management***

1310 Lady Street, Suite 204 • Columbia, SC 29201 • (803) 376-6044 • Fax (803) 376-6099  
[www.bstonegroup.com](http://www.bstonegroup.com)



Therefore, Brownstone Construction Group recommends that a contract be awarded to the lowest responsive and responsible bidder, H.G. Reynolds Construction Company.

We will schedule a pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

A handwritten signature in blue ink that reads "Dale Collier".

Dale Collier, CCM  
President  
Brownstone Construction Group

CC: Christy Swofford – Richland County Procurement  
Chad Fosnight – Richland County Capital Projects Program Manager  
Chris Beard – The Boudreaux Group  
David Lindsay – Cumming Construction Management

*Construction Management*

1310 Lady Street, Suite 204 • Columbia, SC 29201 • (803) 376-6044 • Fax (803) 376-6099  
[www.bstonegroup.com](http://www.bstonegroup.com)



The **Boudreaux** Group

DECKER CENTER REMODEL – RC-614-B-2015 – MARCH 25, 2015 – 2:00PM – BID TABULATION SHEET

| Bidder                                     | CONTRACT CONSTRUCTION   | HG REYNOLDS CONSTRUCTION | MASHBURN CONSTRUCTION | METCON CONSTRUCTION     | THOMPSON-TURNER CONSTRUCTION |
|--|-------------------------|--------------------------|-----------------------|-------------------------|------------------------------|
| License                                    | ✓                       | ✓                        | -----                 | ✓                       | -----                        |
| Bid Bond                                   | ✓                       | ✓                        | -----                 | ✓                       | -----                        |
| Addenda                                    | ✓                       | ✓                        | -----                 | ✓                       | -----                        |
| Base Bid                                   | \$ 22,901,000.00        | \$ 20,768,000.00         | -----                 | \$ 22,625,000.00        | -----                        |
| Allowances                                 | \$ 1,065,000.00         | \$ 1,065,000.00          | -----                 | \$ 1,065,000.00         | -----                        |
| Base Bid + Allowances                      | \$23,966,000.00         | \$ 21,833,000.00         | <b>NO</b>             | \$ 23,690,000.00        | <b>BID</b>                   |
| Alternate 1:<br>Rain Water Harvesting      | \$ 103,000.00           | \$ 182,000.00            | <b>BID</b>            | \$ 141,000.00           | <b>WITHDRAWN</b>             |
| Alternate 2:<br>DELETED BY ADDENDUM        | -----                   | -----                    | -----                 | -----                   | -----                        |
| Alternate 3:<br>Additional Landscaping     | \$ 45,000.00            | \$ 65,000.00             | -----                 | \$ 47,000.00            | -----                        |
| Alternate 4:<br>DELETED BY ADDENDUM        | -----                   | -----                    | -----                 | -----                   | -----                        |
| Alternate 5:<br>GFRC Base on Central Court | \$ 96,000.00            | \$ 157,000.00            | -----                 | \$ 164,000.00           | -----                        |
| <b>TOTAL BID</b>                           | <b>\$ 24,210,500.00</b> | <b>\$ 22,237,000.00</b>  | -----                 | <b>\$ 24,042,000.00</b> | -----                        |

CERTIFIED BY: *Dale Collins*



Jeffrey Reynolds  
113 Contract Drive  
Aiken, SC 29801  
803-641-1401 ext 214  
Fax 803-641-1037  
Cell 803-215-2150  
email [jreynolds@hgreynolds.net](mailto:jreynolds@hgreynolds.net)

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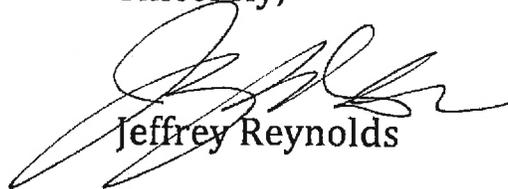
April 2, 2015

Dear Mr. Dale Collier,

We have reviewed our bid for the Richland County Decker Center Remodel and find no discrepancies. We look forward to a successful project.

Please call if you have any questions about this issue.

Sincerely,



Jeffrey Reynolds



Jeffrey Reynolds  
113 Contract Drive  
Aiken, SC 29801  
803-641-1401 ext 214  
Fax 803-641-1037  
Cell 803-215-2150  
email [jreynolds@hgreynolds.net](mailto:jreynolds@hgreynolds.net)

---

April 3, 2015

Dear Mr. Dale Collier,

We understand that commitment to using Local and Minority Business Enterprises is important to Richland County for the Decker project.

We do our best to comply with these types of requests and have done so successfully on most all of our projects. Our Goal for this project will be a 15% participation rate for Local and Minority Business Enterprises.

Please call if you have any questions about this issue.

Sincerely,

Jeffrey Reynolds



**INVITATION FOR BIDS  
SECTION 001116**

Solicitation Number **RC-PS-535**  
Date Issued **February 9, 2015**  
Procurement Official **Cheryl Patrick**  
Phone **803-576-2130**  
E-Mail Address **Patrickc@rcgov.us**

DESCRIPTION: **RICHLAND COUNTY GOVERNMENT  
DECKER CENTER REMODEL**

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY: **March 25, 2015 @ 2:00 P.M EDT**

QUESTIONS MUST BE RECEIVED BY: **March 18, 2015 @ 1:00 P.M EDT** via above e-mail

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and One (1) copy (marked 'copy')**

*Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.*

SUBMIT YOUR SEALED OFFER TO:

Richland County Government  
Office of Procurement  
2020 Hampton Street, Suite 3064  
Columbia, SC 29204  
See "Submitting Your Offer" provision

CONFERENCE TYPE: **Non-Mandatory Pre Bid Conference**  
DATE & TIME: **March 4, 2015 @ 10:00 a.m.**

As appropriate, see "Conferences - Non-Mandatory Pre Bid/Proposal" & "Site Visit" provisions

**LOCATION:**  
2020 HAMPTON STREET  
COUNCIL CHAMBERS  
COLUMBIA, SC 29202

FOLLOWING MEETING THERE WILL BE AN  
OPTIONAL VISIT TO THE SITE  
DECKER CENTER JOBSITE  
2500 DECKER BOULEVARD  
COLUMBIA, SC 29206

AWARD &  
AMENDMENTS

Award will be posted at the Physical Address stated above on Feb 18, 2015. The award, this solicitation, and any amendments will be posted at the following web address:  
<http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx>

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR  
**H.G. REYNOLDS COMPANY, INC.** (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY:  
(Check one)

- Small (15 employees of less)
- Women
- Minority
- Other \_\_\_\_\_

(See "Signing Your Offer" provision.)

AUTHORIZED SIGNATURE

(Person signing must be authorized to submit binding offer to offer contract on behalf of Offeror named above.)

TITLE  
**PRESIDENT** (Business title of person signing above)

PRINTED NAME  
**JEFFREY G. REYNOLDS** (Printed name of person signing above)

DATE SIGNED  
**3-25-2015**

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION **SOUTH CAROLINA** (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.  
**57-0546212**

(See "Taxpayer Identification Number" provision)

PAGE TWO

(Return Page Two with Your Offer)

|  |                      |                      |                      |   |               |                      |               |                      |
|--|----------------------|----------------------|----------------------|---|---------------|----------------------|---------------|----------------------|
| <b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)<br><br>H.G. REYNOLDS CO. INC.<br>113 CONTRACT DRIVE<br>AIKEN SC 29801                             |                      |                      |                      | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)<br><br>SAME   |               |                      |               |                      |
| Area Code  |                      | Number               |                      | Extension   |               | Facsimile            |               |                      |
| 803  |                      | 641-1401             |                      | 214   |               | 803-641-1037         |               |                      |
| E-mail Address<br>JREYNOLDS@HGREYNOLDS.NET   |                      |                      |                      |   |               |                      |               |                      |
| <b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)   |                      |                      |                      | <b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)  |               |                      |               |                      |
| <input type="checkbox"/> Payment Address same as Home Office Address<br><input checked="" type="checkbox"/> Payment Address same as Notice Address (check only one)                            |                      |                      |                      | <input type="checkbox"/> Order Address same as Home Office Address<br><input checked="" type="checkbox"/> Order Address same as Notice Address (check only one) |               |                      |               |                      |
| <b>ACKNOWLEDGMENT OF AMENDMENTS</b><br><br>Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.<br><br>See "Amendments to Solicitation" Provision | Amendment No.        | Amendment Issue Date | Amendment No.        | Amendment Issue Date  | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|  | 1                    | 3-6-15               | 2                    | 3-18-15   | 3             | 3-20-15              |               |                      |
|  |                      |                      |                      |   |               |                      |               |                      |
| <b>DISCOUNT FOR PROMPT PAYMENT</b>   | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | _____ Calendar Days (%)   |               |                      |               |                      |

## **Solicitation Outline**

- I. Scope of Solicitation**
- II. Instructions to Offerors**
  - A. General Instructions**
  - B. Special Instructions**
- III. Scope of Work / Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
  - A. General**
  - B. Special**
- VIII. Bidding Schedule / Cost Proposal**
- IX. Attachments to Solicitation**

## I. Scope of Solicitation

Sealed bids for Richland County Government – Decker Center Remodel will be received from General Contractors properly licensed under the laws of the State of South Carolina, opened and read aloud by the Owner in the office of Richland County Government, 2020 Hampton Street, 4<sup>th</sup> Floor Administration Conference Room, Suite 4058, Columbia, SC 29204, on March 25, 2015 @ 2:00 p.m. Bids received after 2:00 PM will be rejected and returned to the Bidder unopened.

The name of the project is: Richland County Government –  
Decker Center Remodel

Address: 2500 Decker Boulevard  
Columbia, SC 29206

The Owner is: Richland County Government  
2020 Hampton Street, Suite 3064  
Columbia, South Carolina 29404

The Program Manager is: Brownstone Construction Group, LLC  
1310 Lady Street, Suite 204  
Columbia, South Carolina 29201  
Telephone: (803) 376.6044  
FAX: (803) 376.6099

**Project Manager: Dale Collier**

## II. Instructions to Offerors

### A. General Instructions

**DEFINITIONS** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Council** - means Richland County Council.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order with the consent of the contractor.
6. **Contractor** – means the Offeror receiving an award as a result of this solicitation.
7. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that. Amendments may modify information provided on the Cover Page.
8. **County** - means Richland County Government.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
10. **Offeror** - means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”
11. **Page two** – means the second page of the original solicitation, which is labeled Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation

15. **You And Your** - means Offeror.

**AMENDMENTS TO SOLICITATION** (a) The Solicitation may be amended at any time prior to opening. **It is solely the responsibility of the Offeror to ensure that it has received all pre-bid addenda. Failure to acknowledge each pre-bid addendum may render the Offer nonresponsive.** All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx> **(business services/contracts and procurement)**. (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

**AWARD NOTIFICATION** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the fifteenth day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT** By submitting the County a signed Bid and/or Proposal, you are offering to enter into a contract with Richland County Government and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. **THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE COUNTY PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES.** Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD** In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

**BID IN ENGLISH & DOLLARS** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

**COUNCIL AS PROCUREMENT AGENT** (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only County official authorized to bind the County with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Richland County Government pursuant to the Richland County Government Procurement Code. Any purchase orders awarded as a result of this procurement are between the Vendor and the County. The Council is not a party to such purchase orders, unless and to the extent that the Council is a using County unit, and bears no liability for any party's losses arising out of or relating in any way to the purchase order.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

(a)

- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
  - (i) Offeror and/or any of its Principals
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
    - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
  - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- (2) "Principals." For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the County, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Richland County Government Procurement Code is available at <http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx>.

COMPLETION OF FORMS/CORRECTION OF BIDS AND/OR ERRORS All prices, entries and notations should be printed in ink or typewritten on the forms provided herein. Any change to the bid information including, but not limited to, changes to bid pricing or correction of errors or information must be made by crossing out the original entry, entering the change or correction on the bid form or appropriate attachment, and initialing same. Any alteration of the Offer must be made on the bid form or attachments provided herein and must be initialed by the person signing the bid. Any other alterations may result in the Offer being deemed nonresponsive. (Alterations are not allowed elsewhere in the solicitation, on the face of the envelope submitting the Offer, or otherwise.)

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening.

DRUG FREE WORK PLACE CERTIFICATION By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the County's attention.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

NO PROPOSAL REPLY: Any contractor electing to submit no proposal in response to this IFB may do so by sending a letter of "no reply" to the Procurement Officer. Entities not replying in any way to three (3) consecutive IFB's from a government body may be placed in an inactive status and must then reapply to the active bidders list.

PROTESTS Any prospective bidder, Offeror, vendor, or sub vendor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Request for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with this Code.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date award or notification of intent to award, whichever is earlier, is posted in accordance with the Richland County Procurement Code; except that a matter that could have been raised pursuant to § 4210.1.1 (Protest of Solicitation) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

**PUBLIC OPENING** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

**QUESTIONS FROM OFFERORS** (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The County seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

**REJECTION/CANCELLATION** The County may cancel this solicitation in whole or in part. The County may reject any or all proposals in whole or in part.

**RESPONSIVENESS/IMPROPER OFFERS** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the County cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

(c) Unbalanced Bidding. The County may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the County even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**RESTRICTIONS APPLICABLE TO OFFERORS** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with any County employees, its agents or officials. All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any County employee, agent or official prior to award.

**SIGNING YOUR OFFER** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**OFFICE CLOSING** If an emergency or unanticipated event interrupts normal County processes so that offers cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County's processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule

bid opening. If County offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

**SUBMITTING CONFIDENTIAL INFORMATION** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the County may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the County will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the County, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the County withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAXPAYER IDENTIFICATION NUMBER**

(a) If Offeror is owned or controlled by a Common Parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions:

- 1) "Common Parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.
- 2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether

- 1) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- 2) Offeror is an agency or instrumentality of a state or local government;
- 3) Offeror is an agency or instrumentality of a foreign government; or

4) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER AFTER BID OPENING Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. Correction or withdrawals of bids are only allowed pursuant to the express terms of the Richland County Procurement Code as determined by Richland County.

NOTICES All contact should be directed to Cheryl Patrick, Director of Procurement. No company should contact County staff directly. All questions should be submitted to Cheryl Patrick prior to the deadline for receipt of questions via Email [Patrickc@rcgov.us](mailto:Patrickc@rcgov.us) with copy to Dale Collier @ [dcollier@bstonegroup.com](mailto:dcollier@bstonegroup.com). Answers to any questions submitted will be sent to all companies via solicitation amendment.

B. Special Instructions

**Conference – Non-Mandatory Pre Bid**

Non-Mandatory Pre Bid/Proposal Conference Date and Time:

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the County. The County assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the County assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**A Non-Mandatory Pre Bid Conference will be held on March 4, 2015 @ 10:00 am at the 2020 Hampton Street, Columbia, SC in the Council Chambers with an optional follow up site visit to the Decker Center project site, 2500 Decker Boulevard, Columbia, SC 29206. The Non-Mandatory Pre Bid Conference is intended to answer any questions relating to instructions to the bidder, project scope of work, etc. All prospective Offerors are strongly urged to attend this conference.**

1. Schedule and Activities

Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. A milestone schedule is included in the documents. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

|   |                   |
|---|-------------------|
| Issue of Bid Documents  | February 9, 2015  |
| Non-Mandatory Pre Bid Conference                                  | March 4, 2015     |
| Deadline for Receipt of Questions                                 | March 18, 2015    |
| Public Opening of Bid   | March 25, 2015    |
| Posting of Intent to Award  | March 26, 2015    |
| Notice To Proceed (After Council Approval Process)                | June 3, 2015      |
| Contract Start  | June 6, 2015      |
| Substantial Completion (450 Calendar Days from Notice to Proceed) | September 4, 2016 |
| Final Completion (30 Calendar Days after Substantial Completion)  | October 4, 2016   |

2. Richland County Council approval required: any award is subject to prior approval by the Richland County Council.

3. The successful bidder will be required to furnish Performance Bond and Labor and Materials Bond in the amount of one hundred percent (100%) of the Contract Amount.

4. Discussion with bidders: After opening, discussions may be conducted with apparent responsive and responsible bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.
5. **PROTEST** Any protest must be addressed to the Director of Procurement, and submitted in writing (a) by email to [Patrickcr@rcgov.us](mailto:Patrickcr@rcgov.us), (b) by facsimile at 803-576-2135, or (c) by post or delivery to 2020 Hampton Street, Suite 3064, Columbia, SC 29204.

### **III. Scope of Work / Specification**

The Owner has retained the services of a Program Manager to represent the Owner's interest during the construction of the work.

*The scope of work includes, but is not limited to, the renovation of an existing one-story, 121,000 square foot area of the Decker Center strip mall located at 2500 Decker Boulevard in Columbia, SC immediately adjacent to the existing "Extra Space Storage Center". Upon completion of the work, the facility will house Richland County's Central/Traffic Court facility as well as multiple Sherriff's operations such as but not limited to a Region HQ Sub Station and the Warrants Division operations. The existing building is composed of a steel frame structure (reinforced with steel joists and metal decking) veneered with CMU and insulated metal panels. The roof system will be replaced with a modified bituminous sheet system. A water source heat pump system will be used for the majority of the spaces with a make-up air system providing outside air. Finishes will include, but are not limited to: VCT, terrazzo, ceramic and quarry tile, rubberized flooring, carpet, acoustical ceilings, wall coverings, paint and casework. Other interior work will include basic electrical services, electrical life safety systems, technology items, and cable trays. A Detention Center facility will be incorporated into the building for the Sherriff's Department. The package also includes site work, utilities, paving and curb & gutter. An Early Demolition and Asbestos Abatement Package has been completed on site to remove existing interior walls and hazardous materials inside the facility to insure that the site is ready for the new building package to begin.*

### **INSTALLATION:**

The first day the contractor will have access to the site will be June 6, 2015 and Substantial Completion by September 4, 2016.

### **PERMITS AND LICENSES:**

The Contractor shall obtain and pay for applicable licenses and fees.

Contractor must have valid South Carolina Contractors License.

The contractor or sub-contractor performing this work must have all required licenses, both State of South Carolina and Federal, prior to start of work.

**BID BOND: BID BOND in the amount of 5% of the bid is required.**

### **LIENS AND INCUMBRANCES:**

The Contractor shall satisfy immediately any lien or encumbrance, which because of any act or default of the Contractor, is filed against the County.

### **NON ARBITRATION:**

Disputes pertaining to this contract are not eligible for solution through arbitration procedures.

### **QUALITY ASSURANCE:**

Protection of County Property:

The Contractor shall protect from damage due to his work, methods, procedures and workmen, the County's property including building surfaces, finishes, systems, equipment, furniture, supplies, and other components. The Contractor shall repair or cause to be repaired damage to County property.

**Products and Materials:**

The Contractor shall use materials and products in the work which are new and of top quality. The Contractor shall assume full responsibility for protection, storage, safety and damage to stored and installed materials until Substantial Completion.

**Qualifications of Work Persons:**

The Contractor shall use skilled work persons who are thoroughly trained and experienced in the necessary crafts and trades.

**Workmanship:**

The Contractor shall cause the parts to be securely anchored, bonded, joined and secured together, the installation to be done in a workman-like manner in accordance with the best recognized practices, and the working parts to be adjusted and left in perfect working order.

**Corrections in the Work:**

The Contractor shall replace work rejected by the County as defective or as non-conforming within 10 days from written notice of rejection at no cost to the County.

**PROJECT COORDINATION:**

The Contractor shall verify field measurements before ordering materials and prefabricated items. The Contractor shall coordinate the work of all trades and schedule the timing so as not to cause delays to any phase of construction. The Contractor shall plan the work to minimize the disruption of County operations. The Contractor shall cooperate with reasonable scheduling requirements of the County.

The adjacent Storage Facility will remain in operation during the construction, and the contractor shall coordinate with the County to avoid disruption of ongoing activities.

**SAFETY:**

The Contractor shall provide safety barricades, fences, temporary walks, and signals in compliance with legal requirements, police regulations, and/or as requested by Richland County Government at no additional cost.

**CLEANING:**

The Contractor shall clean up job site as frequently as necessary, but no less than, on a daily basis. Upon Substantial Completion, the Contractor shall clean the job site of all debris, miscellaneous construction materials, trash and unused materials. The Contractor shall remove and legally dispose of all debris.

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROL:**

**Utilities:**

Contractor's use of Owner's utilities shall be paid for by the contractor.

**Sanitary Facilities:**

Provide and maintain, in sanitary condition, enclosed weather tight chemical toilets for use of construction personnel. Installation shall be in accord with applicable codes and of authorities having jurisdiction. Upon completion of the work, toilets and appurtenance shall be removed, leaving premises in satisfactory condition as approved by the owner.

**Barricades and Fencing:**

Provide and maintain safety barricades, fences, temporary walks, bracing and shoring and signals in compliance with local requirements, police regulations and as necessary to separate non-project persons from construction areas.

## **WARRANTY:**

All products and services shall carry, after proper completion, and under normal use, a one (1) year warranty against all defects in materials and workmanship unless noted otherwise in the individual Specifications.

## **TERMINATION OF AGREEMENT**

The County may terminate this agreement in whole or in part at any time, upon written notification to the successful bidder, for any reason at County's convenience. The County may terminate this agreement in whole or in part at any time upon written notification to successful bidder for any default involving:

- (A) Failure to develop or deliver products and/or render the services within the schedule requirements of the County or the County's Designee.
- (B) Successful bidder's failure to make progress reasonably satisfactory to the County, in the performance of its obligations under this Agreement. With respect to any such default, County's right to terminate shall be conditioned upon successful bidder's failure within ten (10) days after County's notification to provide a remedy satisfactory to County to cure failure of non-compliance.
- (C) In the event successful bidder becomes the subject of any proceedings under State or Federal Law for the relief of debtors or otherwise becomes insolvent, bankrupt or makes assignments for the benefit of creditors.

## **IV. Information for Offerors to Submit**

Bids are to be submitted on the Bid Form provided *accompanied by the Attachments contained herein and described below pursuant to the terms of this solicitation*; enclosed in a sealed, opaque envelope bearing the name and address of the bidder, Richland County Identification Number of contract being bid and name of project. All Bids must comply with the laws of the State of South Carolina. Indicate your company name on each page of the Bid Form.

**Complete and Submit attachment B with the bid. Offeror must list subcontractors identified in the table appearing on Attachment B. Instructions for subcontractor listings appear on that page. Failure to properly comply with subcontractor listing requirements may render the Offeror nonresponsive and/or non-responsible.**

## **V. Qualifications**

**PROPOSER'S QUALIFICATIONS** Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the County are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract.

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, Richland County Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of Richland County, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

Before a submittal is considered for award, the bidder may be requested by the Procurement Official to submit completed form SE-350 as to his/her previous experience in performing similar or comparable work and of his/her business and technical organization and financial resources.

## **VI. Award Criteria**

The County intends to award a contract to the contractor whose offer, conforming to the solicitation, is the most advantageous on the basis for all products, services and requirements contained herein.

In all cases, the County will be the sole judge as to whether a vendor's bid has or has not satisfactorily met the requirement of this bid.

Award will be made to the lowest responsive, responsible bidder who submits a responsive bid which is most advantageous to Richland County Government.

## VII. Terms and Conditions

### A. General

Richland County Government reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

**ASSIGNMENT** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**BANKRUPTCY** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the County. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all County contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract (b) Termination. This contract is voidable and subject to immediate termination by the County upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**CHOICE-OF-LAW** The agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**ORDER OF PRECEDENCE** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

#### **DISCOUNT FOR PROMPT PAYMENT:**

- a) Discounts for prompt payment will not be considered in the evaluation of Offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.
- b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the County annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal Holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES** (a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Director of Procurement Services in accordance with the Richland County Government Procurement Code or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (b) Service of Process: Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**ILLEGAL IMMIGRATION** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

**FALSE CLAIMS** According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty "of a crime.

**FIXED PRICING REQUIRED** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NON-INDEMNIFICATION** Any term or condition is void to the extent it requires Richland County to indemnify anyone.

**NOTICE** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the County shall be to the Procurement Officer's address on the cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT** Richland County shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this Contract, including the purchase order, payment shall not be made on partial deliveries accepted by Richland County.

Unless the purchase order specified another method of payment, payment will be made by check.

Payment and interest shall be made in accordance with S.C. code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**PUBLICITY RELEASES** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

**PURCHASE ORDER** A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the County and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

**SETOFF** Richland County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to Richland County's option to withhold for the purposes of set-off any moneys due to the Contractor under this Contract up to any amounts due and owing to the Richland County with regard to this Contract, any other contract with any Richland County department or agency, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the Richland County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATIONS** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**TAXES:** This is not a tax exempt project.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

**WAIVER** Richland County does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of Richland County's rights under this Contract. Any waiver must be in writing.

**PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation, at 2020 Hampton Street, Suite 3064, Columbia, SC 29204.

**COMPLIANCE WITH STATUTES:** During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**INSURANCE** The Contractor (or Subcontractor, or anyone directly or indirectly employed by any of them) will provide and maintain, as a minimum or greater, if required by law, the following types and amounts of insurance:

1. **Commercial General Liability:** Contractor must provide Commercial General Liability insurance using the 1993 ISO Occurrence Form (CG 00 01 10/93) or an equivalent form. The Commercial General Liability insurance must include coverage for premises-operations, independent contractors, products-completed operations, personal injury and contractual liability. The contractual liability must include the tort liability of another assumed in a business contract. The Contractor or his agent shall verify that there is no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage. This insurance shall be maintained throughout the duration of the project and for a minimum of one year after final payment as provided for in Article 9.10. Limits shall be as follows:

|   |             |
|---|-------------|
| Each Occurrence Limit                         |             |
| Bodily Injury/Property Damage Liability       | \$1,000,000 |
| Personal Injury Liability                     | \$1,000,000 |
| General Aggregate Limit                       | \$2,000,000 |
| Products/Completed Operations Aggregate Limit | \$2,000,000 |

2. The General Aggregate Limit is to be written on a "per project" basis using contractor's per project endorsement Amendment-Aggregate Limits of Insurance (CG2503). The Project/Completed Operations Aggregate Limit must be at least \$2,000,000 or written confirmation provided that the Commercial Umbrella coverage includes liability coverage for damage to the insured's completed work equivalent to that provided under the CG 00 01 10/93 coverage form.

3. The Owner is to be named as an additional insured in the Contractor's policy with respect to this project using the ISO Additional Insured-Owners, Contractors endorsement (CG 20 10) or a substitute providing equivalent coverage. Verification of additional insured status shall be furnished to the Owner by mailing a copy of the endorsement or Certificate of Insurance.

4. Insurance for all owned, non-owned and hired vehicles on ISO form CA 00 01 12/4. This insurance will apply as primary insurance with respect to any other insurance or self-insurance the Owner may have or elect to carry with respect to this Project.

5. Comprehensive Automobile Liability Insurance: Contractor must provide and maintain business auto liability 90 or equivalent coverage form with the following limits;

Combined Single Limit \$1,000,000 per accident (or equivalent "split limits" satisfying Umbrella Excess Liability requirements.

If necessary, the policy shall be indorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of the ISO CA 00 01 form.

6. Workers Compensation: Contractor shall provide and maintain workers compensation and employers liability insurance providing coverage in South Carolina. Limits and coverage shall be as follows;

Workers Compensation Insurance SC statutory benefits
Employers Liability Insurance \$500,000 each accident
\$1,000,000 policy limit
\$500,000 each employee

If the project involves work which may be subject to the US Longshore and Harborworkers Act (USL&HW), or which may involve watercraft, Contractor will attach the respective endorsements to provide this coverage. USL&HW (WC 00 01 06 A) and maritime Coverage (WC 00 02 01 A).

7. Umbrella Excess Liability: Contractor shall provide umbrella excess liability insurance on an "occurrence" basis providing "following form" coverage for the underlying coverages outlined above with the following limits:

Excess Liability (Umbrella Form)
General Aggregate \$5,000,000
Each Occurrence \$5,000,000

8. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, Richland County Government will be named as an additional insured on all policies.

CONTRACTOR PERSONNEL The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The County will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

TERMINATION Subject to the conditions below, the County providing a 30-day advance notice in writing is given to the vendor may terminate the purchase order for any reason.

NON-APPROPRIATIONS Any purchase order entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE In the event that this purchase order is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County may negotiate reasonable termination costs, if applicable.

FOR CAUSE Termination by the County for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT In case of default by the vendor, the County reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

#### INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Richland County Government, its agents, Council, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the County, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Richland County Government Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

**PRICE ADJUSTMENTS:** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Section 4210 of Richland County Procurement Codes. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 1830.

**RISK OF LOSS** The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

**RECORDS RETENTION AND RIGHT TO AUDIT** Richland County Government has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the County Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The County may conduct, or have conducted, performance audits of the contractor. The County may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the County.

Pertaining to all audits, contractor shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the County.

**FORCE MAJEURE** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

**SOUTH CAROLINA GOVERNING LAW CLAUSE** The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Purchase orders and Director of Procurement in accordance with the County Procurement Code or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Richland County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**SLBE PARTICIPATION** Richland County Government encourages the use of Richland County Certified Small Business Enterprises (SLBE's) to participate in the Bid process. Offerors are directed to Specification Section 00000-A of the bid documents.

**ITEM SUBSTITUTION** (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the County without permission from the Procurement Official.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the County under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the County will have the right to deal directly with the other supplier without penalty or interference from Contractor.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the County.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The County requires all vendor activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any vendor doing business with the County will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

LIQUIDATED DAMAGES If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, daily amounts of **\$750.00** commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. If the Contractor fails to obtain Final Completion with 100% of the punchlist completed within thirty days from the date of Substantial Completion, the Owner shall be entitled to retain or recover from the Contractor as liquidated damages the amount of **\$1,000.00** per calendar day from the thirty-first day following the date of Substantial Completion until completion of the punchlist and until a Final Completion Certificate is obtained, regardless of how the punchlist is completed.

STORAGE OF MATERIALS Absent approval of Richland County, Contractor shall not store items on the premises of Richland County prior to the time set for installation.

**Richland County Government – Decker Center Remodel**

**A. ALLOWANCES**

|                             |                       |
|-----------------------------|-----------------------|
| 1. Audio/Video Allowance    | \$940,000.00          |
| 2. <u>Signage Allowance</u> | <u>\$125,000.00</u>   |
| <b>TOTAL OF ALLOWANCES</b>  | <b>\$1,065,000.00</b> |

**B. BASE BID**

|   |                        |
|---|------------------------|
| 1. Total Base Bid <u>without</u> Allowances | \$ <u>20,768,000</u>   |
| 2. Total of Allowances                      | \$ <u>1,065,000.00</u> |
| 3. Total of Base Bid <u>with</u> Allowances | \$ <u>21,833,000</u>   |

**C. ALTERNATES**

|  |                               |
|--|-------------------------------|
| Alternate No. 1 – ADD Rain Water Harvesting System           | \$ <u>182,000</u>             |
| Alternate No. 2 – ADD Concrete Moisture Sealer at Floor Slab | \$ <u>DELETED BY ADDENDUM</u> |
| Alternate No. 3 – ADD Additional site landscaping            | \$ <u>65,000</u>              |
| Alternate No. 4 – ADD Lightening Protection                  | \$ <u>DELETED BY ADDENDUM</u> |
| Alternate No. 5 – ADD GFRC Base on Central Court             | \$ <u>157,000</u>             |

**D. UNIT PRICES (provide add and deduct pricing).**

| <u>ITEM</u>  | <u>UNIT</u>  | <u>COST</u>  |
|--|--------------|--------------|
| Unsuitable material excavation including offsite disposal:       |              |              |
| - Bulk Machine Excavation:                                       | Each cu. yd. | <u>22.00</u> |
| - Trench Excavation:   | Each cu. yd. | <u>37.00</u> |
| Structural fill material using approved offsite borrow, In Place |              |              |
| - Bulk Placement:  | Each cu. yd. | <u>27.00</u> |
| - Trench Placement:  | Each cu. yd. | <u>42.00</u> |
| Stabilized Aggregate Base Compacted, In Place:                   | Each ton     | <u>36.00</u> |
| #57 Stone, In Place:   | Each ton     | <u>43.00</u> |
| Topsoil, In Place:   | Each cu. yd. | <u>40.00</u> |
| Concrete pavement (4" sidewalks per details on C6.1):            | Each s.f.    | <u>4.00</u>  |
| Concrete Curb & Gutter (per detail on C6.1):                     | Each l.f.    | <u>14.00</u> |

*\*All quantities shall be measured in place versus truck measure.*

H.G. REYNOLDS COMPANY, INC.

COMPANY NAME H.G. REYNOLDS COMPANY, INC.

ADDRESS 113 CONTRACT DRIVE AIKEN, SOUTH CAROLINA 29801

COMPANY REPRESENTATIVE BY JEFFREY G. REYNOLDS  
Authorized to Sign

TITLE PRESIDENT

TELEPHONE (803) 641-1401

|                                    |                                     |             |                             |             |
|------------------------------------|-------------------------------------|-------------|-----------------------------|-------------|
| ADDENDA RECEIPT<br>(if applicable) | <input checked="" type="checkbox"/> | Addendum #1 | <u>3-6-15</u>               | <u>Date</u> |
|                                    | <input checked="" type="checkbox"/> | Addendum #2 | <u>3-18-15</u>              | <u>Date</u> |
|                                    | <input checked="" type="checkbox"/> | Addendum #3 | <u>3-20-15</u>              | <u>Date</u> |
|                                    | <input type="checkbox"/>            | Addendum #4 | <u>                    </u> | <u>Date</u> |

The undersigned, as bidder, proposes and agrees, if this bid is accepted, to contract with Richland County Government, in the form of contract specified, to pay all required fees and permits, and to furnish any necessary materials, tools, equipment, apparatus, transportation, and labor to complete the projects, and has bid in full and complete accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

1. The bidder further declares that he/she has examined the site of work and has become thoroughly familiar with all conditions pertaining to the work to be performed. The bidder also has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he/she has been satisfied relative to the work to be performed.
2. The bidder agrees that this Bid Proposal is valid from bid date and for a minimum of 90 days hence.
3. The bidder finally agrees that this IFB supersedes any and all previous agreements, both written and oral, and that the terms and conditions of this Agreement shall exclusively govern the agreement between the parties.
4. RICHLAND COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT A CONTRACTOR'S BID IF THE CONTRACTOR IS CURRENTLY PERFORMING WORK FOR THE COUNTY AND HIS CURRENT PROJECT IS BEHIND SCHEDULE.
5. Time is of the essence. By submitting a bid and signing this bid form, Contractor acknowledges that the time for completion of this project is reasonable and that it can complete this project in the time allotted. Further, Contractor acknowledges that it has notice of the liquidated damages provisions contained within Article 3.6 of the AIA A132 Standard Form of Agreement Between Owner and Contractor, Program Manager as Adviser Edition, as amended.

H.G. REYNOLDS COMPANY, INC.  
Company Name

JEFFREY G. REYNOLDS, PRESIDENT  
Name of Authorized Rep. - Typed or Printed

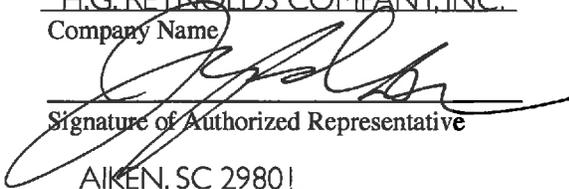
  
Signature of Authorized Representative

113 CONTRACT DRIVE  
Street Address

AIKEN, SC 29801  
City / State / Zip Code

3-25-15  
Date

H.G. REYNOLDS COMPANY, INC.  
Company Name

  
Signature of Authorized Representative

AIKEN, SC 29801  
City / State / Zip Code

JEFFREY G. REYNOLDS, PRESIDENT  
Name of Authorized Rep. – Typed or Printed

113 CONTRACT DRIVE  
Street Address

3-25-15  
Date

Attachment B

LIST OF SUBCONTRACTORS

| SPECIALTY              | NAME  |
|------------------------|---|
| MECHANICAL             | Columbia Htg & Cooling <sup>oz</sup> Sifeo <sup>oz Hart's</sup> |
| ELECTRICAL             | Brad's  |
| PLUMBING               | Precision Plumbing <sup>oz</sup> Hill                           |
| ROOFING                | <del>Watts Roofing</del> <sup>oz</sup> Aqua Seal                |
| FIRE SPRINKLER         | Crawford Sprinkler  |
| ARCHITECTURAL WOODWORK | Satterfield / SCI   |
| FLOORING               | Bonitz / David Allen Co.  |
| SITework               | HGR / CR Jackson  |

Prequalified Contractors are hereby provided with a list of all subcontractors submitted by the prequalified Contractors under the *Solicitation No. RC-PS-535 Richland County Government – Decker Center Remodel*. These subcontractors listed by prequalified Contractors will be the only subcontractors allowed to bid this job. Subcontracts are required to be awarded to one of the listed subcontractors unless the prime contractor intends to self perform the work. If a prime contractor intends to self perform a portion of the work, it must have the appropriate license to do so and must enter its name on the subcontractor listing in their bid. Prime Contractors are permitted to use any Subcontractor on the list when preparing their pricing for the Phase II Invitation for Bids (IFB), and are not limited to those subcontractors they submitted with their pre-qualification proposal. Be advised that Richland County makes no representation as to the qualifications of any of these subcontractors to perform work on these projects and that it is the sole responsibility of the general contractors to determine the qualification of each subcontractor whose price they decide to use to submit a bid for these projects. Prime contractors should insure that listed subcontractors hold the proper license (both subcategory and financial level required) for the entire scope of work that they are to perform. If the prime contractor intends to submit more than one subcontractor for a particular subcategory, it must designate which portion of the work each subcontractor will perform on the subcontractor listing submitted with its bid. (Ex: one listed subcontractor for BUR and another listed subcontractor for metal roofing).

**RICHLAND COUNTY GOVERNMENT  
DRUG-FREE WORKPLACE CERTIFICATION**

**Company:** H.G. REYNOLDS COMPANY, INC.

**Project Number:** RC-614-B-2015

**Project Name:** DECKER CENTER REMODEL

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, Chapter 107.

Richland County Government (County) requires certification from participants in the Procurement process that it will comply with the statutory and administrative requirements in carrying out work or service or under contract. The certification is a requirement for Federal grant programs as described in Title 49, Code of Federal Regulations, Part 29.

Participants are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation.

The agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for these aspects of implementation, although it is not comprehensive, nor does it relieve the participants from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes       No       N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes       No       N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes       No       N/A

4. Employees have been or will be notified in the statement required by item 1 that, as a condition of employment the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes       No       N/A

5. The County will be notified in writing within five calendar days and the federal granting agency ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, (including position title of the employee) to the County and the federal granting agency. Notices shall include the project number of each affected grant.

Yes       No       N/A

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

Yes       No       N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes       No       N/A

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment.

I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

**Location**

**Street Address:** 113 CONTRACT DRIVE

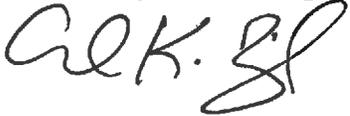
**City:** AIKEN **State and Zip code:** SC 29801

**Name of Agent:** JEFFREY G. REYNOLDS, PRESIDENT

**Signature of Agent:** 

**Date:** 3-24-2015

**Subscribed and sworn to me this** 24TH **day of** MARCH **20** 15

**Title:** CANDACE K. ZIPF, NOTARY 

**My Commission expires:** JULY 16, 2017

**CERTIFICATE OF SECRETARY**

**AS TO RESOLUTION ADOPTED BY BOARD OF DIRECTORS**

ON

I, LINDA FULMER, hereby certify that I am the duly authorized Secretary of H.G. REYNOLDS COMPANY, INC., charged with keeping the records and the seal of said Corporation, and that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the Corporation duly held on \_\_\_\_\_, which resolution is now in full force and effect.

RESOLVED, that JEFFREY G. REYNOLDS, (~~President~~, ~~Vice President~~) of H.G. REYNOLDS COMPANY, INC. is hereby authorized to execute contracts, performance bonds and labor and materials bonds on behalf of the Corporation.

WITNESS my hand as Secretary, and the seal of the Corporation this 24TH day of MARCH 2015 .

Secretary's Signature Linda Fulmer

Sworn to before me this 24TH day of MARCH 2015

Signature Candace K. Zipp  
CANDACE K. ZIPP

Notary Public for SOUTH CAROLINA

My Commission Expires: JULY 16, 2017

NOTARY PUBLIC SEAL

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

H.G. Reynolds Company, Inc.  
113 Contract Drive, 118 Bypass  
Aiken, SC 29801

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Richland County, South Carolina

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Decker Center Remodel; Solicitation No. RC-614-B-2015

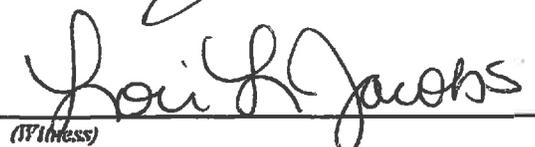
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of March, 2015.

  
\_\_\_\_\_  
(Witness) Candace Zopf

  
\_\_\_\_\_  
(Witness)

H.G. Reynolds Company, Inc.

(Principal)

(Seal)

By:

(Title)

Jeffrey G. Reynolds, President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title)

Della B. Case, Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

Certificate No. 6585826

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adrian C. Burchett; Alfred T. Johnson; Della B. Case; Duainette H. Cullum; Frank W. Hafner, Jr.; Lori L. Jacobs; Marian C. Newman; Robert J. Lavisky; Wesley V. Dasher, Jr.

all of the city of Columbia, state of SC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of May, 2014.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of March, 2015.

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT & CONTRACTING

STANDARD VENDOR APPLICATION FORM (SUBJECT TO RICHLAND COUNTY CODE OF ORDINANCES)

|  |  |  |   |
|--|--|--|---|
| NAME OF COMPANY:<br><b>H.G. Reynolds Company, Inc</b>  |  | FEDERAL TAX ID. NUMBER:<br><b>57-0546216</b>   | STATE TAX ID NUMBER:<br><b>25085222-4</b>           |
| MAILING ADDRESS:<br><b>113 Contract Drive<br/>Aiken, SC 29801</b>  |  | PHYSICAL ADDRESS:<br><b>Same</b>   |   |
| <input checked="" type="checkbox"/> INITIAL APPLICATION  | <input type="checkbox"/> REVISION/RENEWAL            | RESIDENT BUSINESS LOCATED IN RICHLAND COUNTY SOUTH CAROLINA: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |   |
| (Check Appropriate Boxes) TYPE OF BUSINESS:<br><input type="checkbox"/> SOLE PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ANOTHER ENTITY:<br>If incorporated, under the laws of the state of: <b>South Carolina</b>   |  |  |   |
| <input type="checkbox"/> African-American Female (AAF)   | <input type="checkbox"/> African-American Male (AAM) | <input type="checkbox"/> Hispanic Female (HF)  | <input type="checkbox"/> Hispanic Male (HM)         |
| <input type="checkbox"/> Asian Female (AF)   | <input type="checkbox"/> Asian Male (AM)             | <input type="checkbox"/> Native American Female (NAF)  | <input type="checkbox"/> Native American Male (NAM) |
| CATEGORY (Check below the category which applies to applicant):  |  | <input type="checkbox"/> Manufacturer or Producer <input type="checkbox"/> Retailer  |   |
| <input type="checkbox"/> Wholesaler <input type="checkbox"/> Distributor <input type="checkbox"/> Consulting <input type="checkbox"/> Service <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Other  |  |  |   |
| DUN & BRADSTREET RATING (if available): <b>N/A</b>   | RICHLAND COUNTY LICENSE NUMBER: <b>N/A</b>           | SC BUSINESS OR CONTRACTORS LICENSE NUMBER: <b>9-10731</b>  |   |
| NAME OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP, ETC.   |  |  |   |
| HOW LONG IN PRESENT BUSINESS: <b>67 years</b>  |  |  |   |
| (A) PRESIDENT: <b>Jeffrey G. Reynolds</b>  | (B) VICE-PRESIDENT: <b>E. Leland Reynolds</b>        |  |   |
| (E) OWNERS OR PARTNERS: <b>N/A</b>   |  |  |   |
| TELEPHONE NUMBER:<br><b>803-641-1401</b>   | FAX NUMBER:<br><b>803-641-1037</b>                   | E-MAIL ADDRESS:<br><b>jreynolds@hgreynolds.net<br/>estimating@hgreynolds.net</b>   |   |
| LIST BUSINESS & FINANCIAL REFERENCES   |  |  |   |
| (1) First Citizens Bank  |  | (3) Sunbelt Pentacore 800-508-4756   |   |
| (2) First Community Bank   |  | (4) New South 803-791-8700   |   |
|  |  | (5) Manor Builders Supply 8706-863-6191  |   |
| I certify that the information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now barred or otherwise declared Ineligible by any public agency from bidding for furnishing, materials, supplies, construction, or services to any agency thereof: |  |  |   |
| Name and Title: <b>Jeffrey G. Reynolds, President</b> Date: <b>3-25-2015</b>   |  |  |   |
| Telephone #: <b>803-641-1401</b> Fax #: <b>803-641-1037</b> E-MAIL: <b>jreynolds@hgreynolds.net</b>  |  |  |   |
| SIGNATURE OF AGENT:  |  |  |   |
| State of: <b>SC</b> County of: <b>Aiken</b>  |  |  |   |
| Subscribed and sworn to before me this <b>25th</b> day of <b>March</b> 2015  |  |  |   |
| Notary Public: <b>C.A.K. [Signature]</b>   |  |  |   |
| My Commission expires: <b>7-16-2017</b>  |  |  |   |
| *** Application must Submitted with additional information requested below on separate sheet of paper: <b>SEAL</b>   |  |  |   |
| LIST AND DESCRIBE TYPE OF EQUIPMENT, SUPPLIES, MATERIALS, GOODS, CONSTRUCTION AND SERVICES ON WHICH TO RECEIVE SOLICITATIONS (BIDS, PROPOSALS, AND QUALIFICATIONS). <b>General Contracting</b>   |  |  |   |
| RICHLAND COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER   |  |  |   |
| For County Use Only. VENDOR NUMBER   |  | ACCEPTANCE DATE  |   |

FORM -RC-VAF-2009



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CH

DATE (MM/DD/YYYY)

03/04/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |               |
|---|--|--|---------------|
| <b>PRODUCER</b><br>Hutson-Etheredge Companies<br>129 Park Avenue, S. W.<br>P. O. Box 419<br>Aiken, SC 29802-0419<br>John C. McMichael           |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: <b>HGREY-1</b> |               |
| <b>INSURED</b><br>H. G. Reynolds Company, Inc.<br>NC office: 3595 US #1 Busines<br>Henderson, NC 27537<br>113 Contract Drive<br>Aiken, SC 29801 | <b>INSURER(S) AFFORDING COVERAGE</b>           |  | <b>NAIC #</b> |
|   | <b>INSURER A:</b> Cincinnati Insurance Company |  | <b>10677</b>  |
|   | <b>INSURER B:</b> American Interstate Ins. Co. |  |               |
|   | <b>INSURER C:</b>                              |  |               |
|   | <b>INSURER D:</b>                              |  |               |
|   | <b>INSURER E:</b>                              |  |               |
| <b>INSURER F:</b>   |  |  |               |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR WVD              | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|---------------------------------|------------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> X,C,U<br><input checked="" type="checkbox"/> Contractual<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                 | EPP0058871       | 02/01/2015              | 02/01/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |                                 | EBA0058880       | 02/01/2015              | 02/01/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (PER ACCIDENT) \$<br>\$<br>\$  |
| A        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 0   |                                 | EPP0058871       | 02/01/2015              | 02/01/2016              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$<br>\$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | AVWCSC2377022015 | 03/01/2015              | 03/01/2016              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                               |
| A        | <b>Equipment</b><br><b>Special Form</b>   |                                 | EPP0058871       | 02/01/2015              | 02/01/2016              | leased/rented 200,000 p.item   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION****INFORMA**

Information only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

|   |   |
|---|---|
| Name (as shown on your income tax return)<br><b>H G Reynolds Co Inc</b>   |   |
| Business name, if different from above  |   |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |   |
| Address (number, street, and apt. or suite no.)<br><b>113 Contract Drive</b>  | Requester's name and address (optional) |
| City, state, and ZIP code<br><b>Aiken, SC 29801</b>   |   |
| List account number(s) here (optional)  |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|   |
|---|
| Social security number                              |
| OR  |
| Employer identification number<br><b>57 0546212</b> |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |  |                      |
|------------------|--|----------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Linda L Sulmer</i> | Date ▶ July 21, 2014 |
|------------------|--|----------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# Richland County Council Request of Action

## **Subject**

- a. I move that Council review all policies and guidelines. **[JACKSON]**
- b. Richland County has a Non-Discrimination, Equal Opportunity Policy. Council shall develop an action plan that holds the Administrator and staff accountable for not following Council approved guidelines, policies and Ordinances. **[JACKSON]**
- c. The Administrator and staff shall abide by all policies; directives; guidelines and Ordinances set by Council. An action shall be developed to address violators' **[JACKSON]**
- d. I move that the Administrator and Procurement Director do a workshop to present the differences between what the Consultant Franklin Lee provided to Council for the Disparity Study and what The Procurement Directors changes/differences are. **[JACKSON]**

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda