

**RICHLAND COUNTY**  
**ADMINISTRATION AND FINANCE**  
**COMMITTEE**

**AGENDA**



**THURSDAY NOVEMBER 17, 2022**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2021-2022



Deirek Pugh  
District 2



Bill Malinowski  
District 1



Overture Walker  
District 8  
Chair



Gretchen Barron  
District 7



Yvonne McBride  
District 3



Chakisse Newton  
District 11



Allison Terracio  
District 5



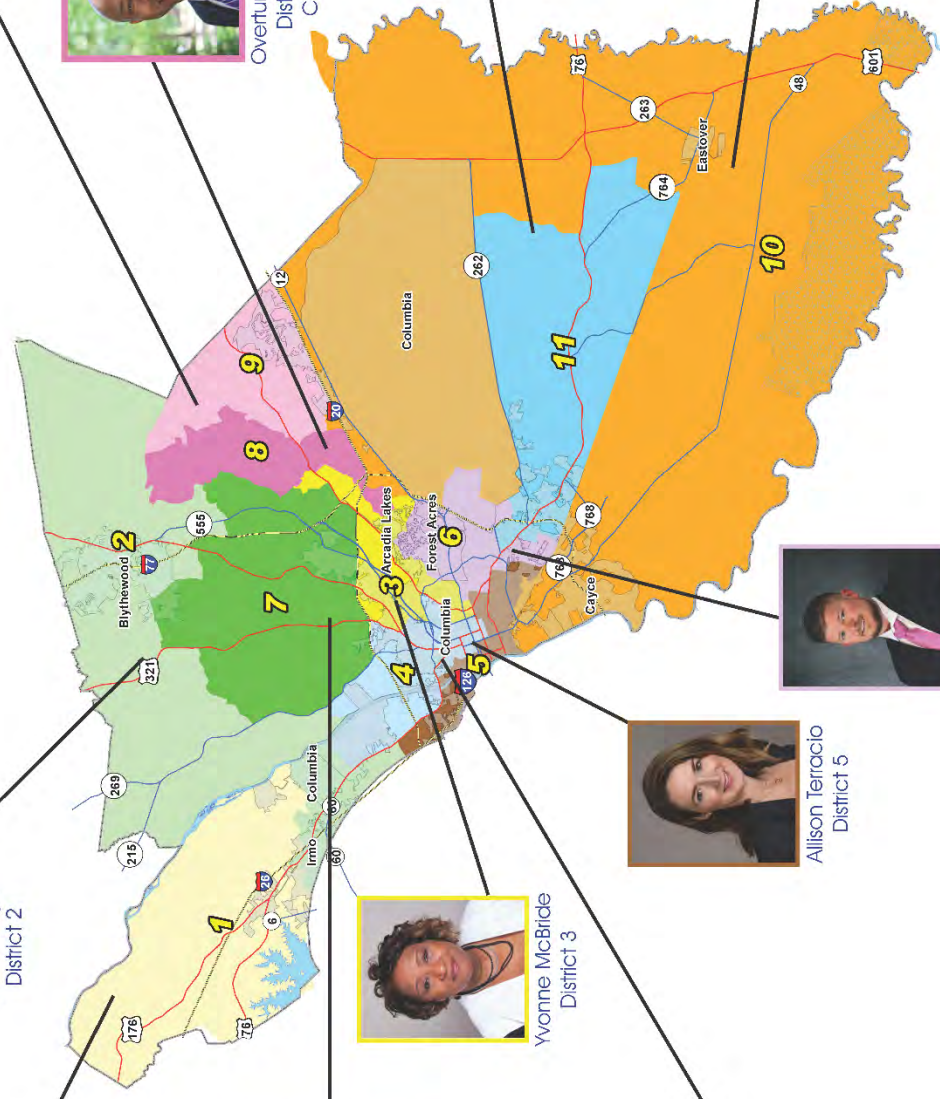
Paul Livingston  
District 4



Joe Walker, III  
District 6



Cheryl English  
District 10





**Richland County  
Administration and Finance Committee**

**AGENDA**

November 17, 2022 - 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

The Honorable Bill Malinowski, Chair	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Joe Walker	The Honorable Jessica Mackey
County Council District 1	County Council District 3	County Council District 4	County Council District 6	County Council District 9

1. **CALL TO ORDER** The Honorable Bill Malinowski
  
2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
  - a. October 25, 2022 [PAGES 6-10]
  
3. **APPROVAL OF AGENDA** The Honorable Bill Malinowski
  
4. **ITEMS FOR ACTION** The Honorable Bill Malinowski
  - a. Information Technology - Cybersecurity Modernization [PAGES 11-19]
  - b. Utilities Department - Shady Grove Pump Station Project Bid Award [PAGES 20-72]
  - c. Finance Department - Travel Policy Updates [PAGES 73-85]
  - d. Richland County Sheriff's Department - Accreditation Manger [PAGES 86-87]
  - e. County Partnership with Gateway to the Army Association Centennial Park Project [PAGES 88-95]
  
5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED** The Honorable Bill Malinowski
  - a. Direct the County Administrator to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and but did not go into effect until July 1, 2019 due to the 90 day notice requirement pursuant to the agreement. The agreement in effect at that time was to have the

fee only increase \$10 per year until it reached 95% of the actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGA's should also be worded as an annual agreement with up to so many extension years and the 90 day notice needs to be either reduced or more closely followed by staff. [MALINOWSKI - May 3, 2022]

*\*\*Staff continues its review and revision efforts of existing intergovernmental agreements and will provide recommendations to the Committee following their edits thereto.*

- b.** Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON: Accountability is a must for taxpayer dollars  
[MALINOWSKI - June 7, 2022] [PAGES 96-110]

**6. ADJOURN**

The Honorable Bill Malinowski



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



Richland County Council  
Administration and Finance Committee Meeting  
**MINUTES**  
October 25, 2022 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Bill Malinowski, Chair; Yvonne McBride, Paul Livingston, Joe Walker (via zoom), Jesica Mackey

OTHERS PRESENT: Allison Terracio, Anette Kirylo, Leonardo Brown, Tamar Black, Michelle Onley, Aric Jensen, John Ansell, Angela Weathersby, Jennifer Wladischkin, Shirani Fuller, Kyle Holsclaw, Justin Landy, Jani Hussain, Michael Maloney, Chelsea Bennett, Patrick Wright, Abhijit Deshpande, Dale Welch, Dante Roberts, Michael Byrd, Susan O’Cain, Stacey Hamm, Bill Davis, and Ashiya Myers.

1. **CALL TO ORDER** – Chairman Bill Malinowski called the meeting to order at approximately 6:00 PM.

2. **APPROVAL OF MINUTES**

a. September 27, 2022 – Ms. McBride moved to approve the minutes as distributed, seconded by Ms. Mackey.

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

The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. Department of Public Works – Solid Waste & Recycling – Articulated Dump Truck – Mr. Livingston moved to forward to Council with a recommendation to approve the purchase of a Caterpillar 730-04A Articulated, off-road Dump Truck, seconded by Ms. Mackey.

Mr. Malinowski inquired if there is a Sourcewell from John Deere, Komatsu or Volvo.

Mr. Ansell responded the Sourcewell quote was from the Fleet Manager, and he could not answer the specifically.

Mr. Brown responded this is a cooperative agreement, which is why there are looking at this particular vendor versus another vendor.

Mr. Malinowski stated he conducted his own research and discovered the Volvo 30-ton articulated dump truck was approximately \$58,000 less than the Sourcewell contract. He requested the matter be researched further prior to this item going before Council.

Mr. Ansell stated the Caterpillar truck is a local vehicle that is available for immediate delivery. He noted they currently own the Volvo truck and have had issues with parts, as they are manufactured elsewhere. We have an extensive dealer network locally available to service the Caterpillar vehicle during the warranty period. Those factors were involved in determining the Caterpillar is a better choice.

Mr. Livingston made a substitute motion to send this item to Council without a recommendation and to request additional information, seconded by Mr. J. Walker.

Ms. Mackey stated, for clarification, Mr. Malinowski wants staff to review just the Volvo's pricing.

Mr. Malinowski responded they should look at the main brands: John Deere, Volvo and Komatsu.

Ms. Mackey noted she was under the impression this had previously been done.

Mr. Malinowski stated it seems like they only looked locally at the Caterpillar.

Mr. Ansell stated, for clarification, he indicated he was unable to speak on behalf of the Fleet Manager and his procurement process. He is providing the information provided to him.

Mr. Malinowski responded if the Fleet Manager did the research he could provide that information to Council.

Ms. Mackey inquired if Mr. Malinowski is requesting staff to provide the requested information to justify the recommendation. The goal is to find a cheaper price, but not jeopardize the quality.

Mr. Malinowski responded he was told the machinery is compatible.

Ms. Mackey inquired if the information was provided by staff.

Mr. Malinowski responded it was by a private construction person, not a staff member. He noted he made the inquiry of someone he knew that was familiar with this equipment.

Ms. McBride inquired, if we do find a lower price, if we would be able to negotiate the price.

Mr. Ansell responded since this is a cooperative agreement the negotiated price is built into the offered price. He is not 100% certain, but that could be an option.

Mr. J. Walker inquired, as far as standard operating procedure for a Fleet Manager, would our process include the process contemplated by Council.

Mr. Brown responded in the affirmative.

Mr. J. Walker withdrew his second to the substitute motion.

Mr. Malinowski seconded the substitute motion.

In Favor: Malinowski, McBride and Livingston

Opposed: J. Walker and Mackey

The vote was in favor.

- b. Department of Public Works – Engineering Division – Summit Ridge/Summit Parkway Project – Mr. Brown stated staff recommends Council approve the award of the rehabilitation of Summit Parkway and Summit Ridge to Palmetto Corp. in the amount of \$2,114,010.65. He noted the funding was awarded from the County Transportation Committee (CTIP) and the price is within the bid amount.

Mr. J. Walker moved to forward to Council with a recommendation to approve the award of the rehabilitation of Summit Parkway and Summit Ridge to Palmetto Corp. in the amount of \$2,114,010.65, seconded by Ms. Mackey.

Mr. Malinowski inquired how these items get to the CTC and who determines what projects go to CTC.

Mr. Brown responded he can provide the committee with a packet with the guidelines of how CTC selects and funds projects. It is not a County decision.

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

The vote in favor was unanimous.

- c. Utilities Department – Engineering Services for the Design and Construction of an Elevated Water Tank – Mr. Brown stated this item would address water concerns in an underserved community. The water tank would provide redundancy in the Lower Richland Community. The request is for approval of the design work, which will be funded with ARPA funds.

Mr. J. Walker moved to forward to Council with a recommendation to award the design and construction for a new elevated water tank for the Southeast area to AECOM, seconded by Ms. Mackey.

Ms. McBride inquired if this was approved through County funds.

Mr. Brown responded in the affirmative.

Ms. McBride inquired if there are additional funds to help with water needs in the district.

Mr. Brown responded there are other funds at the State and Federal levels.

Mr. Malinowski inquired if every time we decide to build a water tank we would have to build a second one.

Mr. Brown responded he would not say that, but we are talking about the Lower Richland Community where the County is trying to address ongoing water and sewer needs.

Mr. Malinowski noted he did not receive the information that was “under separate cover” and requested the information be provided to him.

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

The vote in favor was unanimous.

- d. Department of Public Works – Engineering Division – Little Jackson Creek Upditch Improvement Project – Mr. Brown stated staff recommends approval to award the



construction contract for the Little Jackson Creek Upditch Drainage Project (RC-536-B-23) to North State Environmental, Inc. in the amount of \$752,077.94 with a contingency of \$152,409.06. The project will be funded by the Hazard Mitigation Grant Program.

Ms. McBride moved to forward to Council with a recommendation to award the construction contract for the Little Jackson Creek Upditch Drainage Project to North State Environmental, Inc. in the amount of \$752,077.94, which will include a contingency of \$152,409.06, seconded by Mr. J. Walker.

Mr. Livingston inquired why the contingency is so high.

Mr. Maloney responded multiple pools in the sand soils require a contingency on hand. The amount will be funded by Federal Grant Share and the CBDG State grant for that matching amount. The grants will cover the entire amount.

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

The vote in favor was unanimous.

## 5. **ITEMS FOR DISCUSSION**

- a. Direct the County Administrator to look into what it will take to have Richland County CASA receive state funding to operate the way that all other CASA groups in the state do, with state funding. Richland County should not be excluded from something that is provided to all other counties by the state. [MALINOWSKI - May 3, 2022] – Mr. Malinowski inquired if it would be possible for Council to get this into the State’s GAL program in FY2024.

Mr. Brown responded what is in the packet was a response to the question in the motion. He noted staff is not recommending any action because the request was to bring back information about the process. In addition, the current CASA employees may not be afforded an opportunity to continue their CASA employment if the State takes the program over.

Mr. Wright noted this would be a two-prong process. The Legislature will have to vote to change the statute. Before that happens, a budget with all the delineated items will have to be provided to the Legislature. It will be a significant process that will require a lot of staff time.

Mr. Malinowski moved to forward this item to Council with a recommendation to direct the Administrator to begin gathering the information needed to provide a fiscal impact statement to the Legislative Delegation, seconded by Ms. Mackey.

In favor: Malinowski, McBride, Livingston, J. Walker and Mackey

The vote in favor was unanimous.

## 6. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. Direct the County Administrator to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and but did not go into effect until July 1, 2019 due to the 90 day notice requirement pursuant to the agreement. The agreement in effect at that time was to have the fee only increase \$10 per year until it reached 95% of the actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity

who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGA's should also be worded as an annual agreement with up to so many extension years and the 90 day notice needs to be either reduced or more closely followed by staff. [MALINOWSKI - May 3, 2022] - No action was taken.

- b. Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON: Accountability is a must for taxpayer dollars [MALINOWSKI - June 7, 2022] - No action was taken.

7. **ADJOURNMENT** - Mr. J. Walker moved to adjourn the meeting, seconded by Mr. Livingston.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 6:25 PM.



**Agenda Briefing**

<b>Prepared by:</b>	Dan Cole	<b>Title:</b>	Project Manager
<b>Department:</b>	Information Technology	<b>Division:</b>	Network and Infrastructure
<b>Date Prepared:</b>	October 15, 2022	<b>Meeting Date:</b>	November 17, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	October 27, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	October 28, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 27, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	(American Rescue Plan Act) - Cybersecurity Modernization		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval to spend \$4,190,000 in American Rescue Plan (ARPA) funding to proceed with the following items to increase cyber-security protection at all Richland County facilities.

Existing South Carolina State Procurement Contracts will be utilized to purchase \$3,840,000 for the projects outlined below. The remaining \$350,000 allocated for the Richland County website redesign will go through the County RFP process to select the best vendor for this project. Council has previously approved the funding of these projects to facilitate enhanced security across Richland County’s Information Technology infrastructure.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There would be no fiscal impact to the County budget until July 2026.

*Applicable department/grant key and object codes:* 11001870000/5426 - \$238,000 annually  
1100187000/5471 - \$124,000 annually

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

None applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None applicable

**MOTION OF ORIGIN:**

“...the committee recommended allocating the American Rescue Plan funding as follows:

- Public Health -- \$15,000,000 (27.21%)
- Public Safety -- \$10,448,013 (18.95%)
- Community Investment -- \$19,000,000 (34.46%)
- Cybersecurity/Technology -- \$10,686,000 (19.38%)”

Council Member	Coronavirus Ad Hoc Committee Recommendation
Meeting	Regular Session
Date	June 7, 2022

**STRATEGIC & GENERATIVE DISCUSSION:**

One critical purpose of the American Rescue Fund resources is cybersecurity modernization to strengthen programs and build resiliency. Specifically, recipients can use the funds “to support government service.” Staff believes it is especially critical to put in place measures to be as effective in this process as possible in all areas of the County network. This has become even more critical as hackers, criminals, and foreign governments continue to attempt to breach computer systems across all levels of government agencies in recent months.

As such, staff has evaluated the County’s infrastructure and processes and recommend the following equipment enhancements as they align directly with Richland County Strategic goals 4 and 6.

Strategic goal 4 –Plan for Growth through Inclusive and Equitable Infrastructure.

- 4.1 – Establish plans and success metrics that enable smart growth.
  - Prioritize improvements to County infrastructure based on County priorities as established in strategic plan, budget and capital improvement plan and community priorities.

Strategic goal 6 – Establish Operation Excellence

- 6.3 - Modernize technology
  - Perform a technology assessment to prioritize and assess County operational needs.
  - Further develop a cybersecurity program in Richland County Departments
- 6.7 - Address current and future resource needs

Recommendation	ARP Funding	Recurring Cost	Goal
RCSD server hardware, software and switching equipment.	\$410,000 Purchase And Maintenance (5 years) Utilizing South Carolina State Contracts 4400027254 & 4400026926 with the company AHEAD	\$32,500 /year Added to budget in FY 2026	By implementing new email server hardware and software and new switching equipment RCSD will be addressing existing security vulnerabilities in their systems.
Replacement of older unsupported desktop phones	\$550,000 Utilizing South Carolina State Contract 4400030155 with the company NWN Carousel For 1420 new VOIP phones	N/A	Existing desktop phones are unsupported and present a security risk on the County network.
County wide replacement of unsupported and unsecure data switches and routers	\$1.1 Million Utilizing South Carolina State Contracts 4400030155 & 4400027869 with the companies CDWG and NWN Carousel	\$206,000/year Added to budget in FY 2026	A large number of data switches and routers County wide are obsolete and present a cyber-security vulnerability and must be replaced. These switches and routers provide the connections between all County computers and telephones in all County buildings.
Mobile wireless microphone and speaker system for the capability to host remote hybrid meetings during times of restricted travel or quarantine.	\$15,000 Working with PIO staff to determine ideal make and model of various equipment for this solution using South Carolina State Contract 4400026098 with the company Solutionz	N/A	This mobile wireless microphone and PA system would allow large groups like county council to effectively communicate in a collaborative manner safely and remotely.
Mobile multi camera conference system for the capability to host remote hybrid meetings during times of restricted travel or quarantine.	\$15,000 Working with PIO staff to determine ideal make and model of various equipment for this solution using South Carolina State Contract 4400026098 With the company Soutionz	N/A	This mobile multiple camera conference system would leverage the mobile wireless microphone system to add video collaboration for larger groups to effectively collaborate and communicate safely and remotely.

<p>Secondary web application firewall, WAF, appliance to alleviate external access to County hosted websites</p>	<p>\$90,000 Hardware and software support for 5 years Utilizing South Carolina State Contract 4400027095 With the company Data Network Solutions</p>	<p>\$8000 /year Added to the budget in FY 2028</p>	<p>County websites are protected from denial of service attacks and other advanced malicious attacks by a single web application firewall. Installing a second unit to provide fail over fault tolerance would remedy this single point of failure.</p>
<p>Internet load balancing appliance to provide seamless failover for County websites and remote VPN connection for remote workers</p>	<p>\$30,000 hardware and support for 3 years Utilizing South Carolina State Contract 4400026444 with the company SHI International</p>	<p>\$5000/year Added to the budget in FY 2026</p>	<p>The County uses two Internet Service Providers. One for citizens to access external County websites and for remote County users to gain secure access into the County network for work. The second Internet connection is for County employees to gain access to external Internet resources. There is currently no way to share or fail resources over between these two connections. A load balancer would provide failover between these two connections.</p>
<p>Increase computing power and storage of the County's hyper converged server infrastructure to accommodate new applications and improve the effectiveness of County staff and citizens</p>	<p>\$330,000 hardware and support for 5 years Utilizing South Carolina State Contracts 4400027254 &amp; 4400026926 with the company AHEAD</p>	<p>\$60,000 /year Added to the budget in FY 2028</p>	<p>The County currently uses two hyper converged server clusters to host application servers, database servers and file servers. Increasing the processing power and availability of these clusters would directly impact the speed, efficiency and fault tolerance of all of the County's computer applications.</p>

<p>New database server software for the County financial system to address security and encryption issues due to aging equipment</p>	<p>\$100,000 software and support for 5 years Utilizing South Carolina State Contract 4400017751 with the company SHI International</p>	<p>N/A</p>	<p>The current County financial system is using application and database software that is scheduled for end of support in October 2023. The current database software does not support encryption of critical and sensitive financial and personal data. This new database software would allow real time encryption of all data stored in the County financial system.</p>
<p>New fault tolerant virtual private network, VPN appliances to allow secure connectivity for remote County employees.</p>	<p>\$120,000 hardware and software support for 3 years Utilizing South Carolina State Contract 4400027869 with the company CDWG</p>	<p>\$36,000 /year Added to budget in FY 2026</p>	<p>The County current uses a single Cisco VPN appliance to allow remote County staff to securely connect to all County resources and complete their jobs over a standard Internet connection from afar. By implementing a fault tolerate pair of VPN devices the County would ensure continuous remote access connectivity for these staff members in the event of a software or hardware failure on the primary unit.</p>
<p>Upgrade virtualization hardware and software in detention center and public works locations to enhance security and performance</p>	<p>\$130,000 hardware and software support 5 years Utilizing South Carolina State Contract 4400011358 With the company Dell Marketing</p>	<p>N/A</p>	<p>The virtualize hardware and software used in detention center and public works locations to host database servers, email servers, application and file services has been in place over 5 years. New hardware would provide enhanced security and resiliency at this locations.</p>

<p>Replace storage area network, SAN, equipment that was installed in 2014 and has reached the end of software and hardware support. Security updates are no longer being released for this obsolete equipment</p>	<p>\$800,000 hardware and software support 7 years Utilizing South Carolina State Contracts 4400027254 &amp; 4400026926 with the company AHEAD</p>	<p>N/A</p>	<p>The County database servers, application servers, and file servers that provide County departments and staff storage access to critical files and information rely on SAN equipment that is vulnerable to security exploits and attacks. This equipment also presents a performance bottle neck when newer equipment accesses this network storage. The new equipment would provide faster, more secure storage of all County information stored there. This new equipment would also provide offsite replication of data and real-time failover in a disaster recover situation.</p>
<p>County website redesign and enhancement to allow citizens to securely access more County services remotely.</p>	<p>\$350,000 design, implementation and licensing</p>	<p>\$15,000/ year Added to FY 2026 for continued licensing and support</p>	<p>The website redesign and enhancement would allow for increased citizen interaction and collaboration with County staff. Efficiency of staff communication with citizens would also be improved as well as security. This project was originally budgeted and funded as a CIP project for FY 2021-2022 before funding was withdrawn.</p>

The total amount of this request is \$4,190,000. Staff recommends proceeding with the expenditure of the previously approved ARPA funding to move forward with these projects for the cybersecurity modernization of critical County network resources.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

There are currently long ordering lead times and supply chain delays in all the equipment required for the projects listed. Any quotes from vendors have extremely short time frames because of these supply issues. Any quotes that could be included would be expired by the time the approval process completed through committee(s) and full Council readings. IT requests permission to purchase all of these items off of existing South Carolina State Contracts not to exceed the total requested amount of \$3,840,000.

<https://procurement.sc.gov/contracts>



The remaining \$350,000 allocated for the Richland County website redesign will go through the County RFP process to select the best vendor for this single project.

**ATTACHMENTS:**

1. Regular Session Minutes from June7, 2022

- b. **Mitigation Bank Credit Transaction – SCDOT US 76 Bridge Replacement and I-26 Improvements** – Ms. Mackey stated the committee recommended Council approve the two (2) request from the South Carolina Department of Transportation to purchase a combined total of 41.16 excess wetland and 2,962.40 excess stream credits, at a rate of \$12,500 and \$125 per credit respectively.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey and English

Opposed: Newton

The vote was in favor.

- c. **Penny Program Administrative Fund Deprogramming** – Ms. Mackey stated the committee recommended Council approve the request to move the remaining balance of \$31,130,528.15 from the Administrative/Debt Service costs and to transfer the General Fund proceeds to the Program Reserve Fund to be used as County Council approves for referendum projects.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

It was moved by Mr. J. Walker and seconded by Mr. Livingston, to reconsider Items 19(a) – (c).

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

## **20. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE**

- a. **County Administrator’s American Rescue Plan Act Funding** – Ms. Barron noted the committee recommended allocating the American Rescue Plan funding as follows:

- Public Health -- \$15,000,000 (27.21%)
- Public Safety -- \$10,448,013 (18.95%)
- Community Investment -- \$19,000,000 (34.46%)
- Cybersecurity/Technology -- \$10,686,000 (19.38%)

In addition, the committee recommends approving the Administrator’s recommendation, with the following modifications: (1) Change Funding for Home Repairs to Funding for Senior Assistance; (2) Funding for Recreation/Youth Services in the amount of \$1,000,000; (3) Funding for Affordable Housing in the amount of \$4,000,000; and (4) Language clarifying that all ARPA funding allocated in this list of recommendations is approved as “up to”.

Ms. Terracio inquired if the remaining \$5.8M will go toward millage agency projects.

Ms. Barron responded it will be up to the committee to determine how the funding will be allocated.

Mr. Brown noted, of the \$5.8M, you will need to subtract the \$3M in Public Safety contingency funding and \$1.5M in other non-profit funding approved during the budget process.

Ms. Barron noted, it was her understanding, the Lump Sum appropriations would come out of the established pots of money.

Ms. Terracio inquired how we can assist the Library with these funds.

Ms. Barron responded the application process is still to be determined.

Ms. McBride and Ms. Mackey both stated these are broad categories and it will ultimately be up to Council to approve the specific funding.

Mr. Brown noted the funds need to be allocated by 2024 and expended by 2026.

Mr. Malinowski inquired if there are any specifics on the items listed on pp. 651-652 in the agenda packet.

Mr. Brown responded the details were provided in several Coronavirus Ad Hoc Committee meetings.

Ms. Barron noted the committee requested the Administrator to look at areas in the County that needed to be specifically addressed. Some of the items have needs assessments dating back to 2008.

Ms. Newton noted, for the record, in addition to the supplemental information, we will still be following the Richland County Procurement Code.

Ms. Terracio requested a definition of what fits into each category.

In Favor: Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski

The vote was in favor.

**POINT OF PERSONAL PRIVILEGE** – Ms. Barron stated she hopes we can put processes in place to make sure the funds get in the appropriate hands. She noted we did not set up an Affordable Housing Trust Fund, but we are addressing affordable housing.

It was moved by Ms. Mackey and seconded by Mr. J. Walker, to reconsider this item.

In Favor: Malinowski

Opposed: Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The motion for reconsideration failed.

## 21. **REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE**

- a. **2022 County Administrator Evaluation Process** – This item was taken up in Executive Session.
- b. **County Attorney and Clerk to Council Performance Evaluation Process** – This item was taken up in Executive Session.

## 22. **EXECUTIVE SESSION**

It was moved by Ms. Barron moved and seconded by Ms. English, to enter into Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 8:00 PM  
and came out at approximately 8:07 PM***

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

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, O. Walker, Mackey, English and Newton

**Regular Session  
June 7, 2022**

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**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	
<b>Date Prepared:</b>	October 25, 2022	<b>Meeting Date:</b>	November 17, 2022
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	November 8, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 1, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 27, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Shady Grove Pump Station Project Bid Award		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends that County Council approve awarding Republic Contracting the Shady Grove Pump Station Project.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The total bid for the project came in at \$800,000. Richland County was awarded a \$500,000 grant from the South Carolina Rural Infrastructure Authority (SC RIA) for the Shady Grove Pump Station Project. The Utilities Department's budget will fund the difference (\$300,000) of the project's cost and a 10% contingency (\$80,000). Funds are encumbered on requisition R2301153

*Applicable department/grant key and object codes:* 1200992030/4812400.532200- \$500,000  
2110367000/4812401.538200- \$380,000

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Request for Bids RC-535-B-23 was issued on September 2, 2022. The bid closed on October 4, 2022, and there was one submittal from Republic Contracting Corporation. The bid was found to be responsive and responsible, and was approximately 17% less than the engineer's estimate of \$941,000. Staff’s recommendation is to award to the contract to Republic Contracting Corporation.

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

None.

**REGULATORY COMPLIANCE:**

This project will reduce the risk of sanitary sewer overflows by increasing reliability at the pump station by eliminating the flow restrictions and reducing blockages through the installation of 24" gravity sewer and addition of a new macerator.

**MOTION OF ORIGIN:**

“...approve staff’s [pursuit] of various projects where a grant may cover all, or a portion, of the project cost over the next few years. The projects include, but are not limited to, the following: (1) Shady Grove Pump Station (PS) Rehabilitation; (2) 24” Forcemain (FM) Gadsden Elementary to Eastover Wastewater Treatment Plant (WWTP); (3) Eastover WWTP Upgrade; (4) 10” FM from Rabbit Run to Garners Ferry Road; and (5) Stoney Point/Cedar Cove Sewer Rehabilitation Project.”

Council Member	Sewer Ad Hoc Committee Recommendation
Meeting	Regular Session
Date	March 15, 2022

**STRATEGIC & GENERATIVE DISCUSSION:**

The Utilities Department requests approval from County Council to award the Shady Grove Pump Station project to Republic Contracting. Ardurra (Constantine) recommends awarding Republic Contracting the project. Their bid was less than the engineer's estimate.

The Shady Grove pump station is one of four major pump stations Richland County Utilities owns, operates, and maintains. This pump station receives wastewater flows from 4470 customers which is about 33% of our current customer base.

A 24” gravity sewer line collects and delivers flow into a manhole on-site, where it flows into a single 16” line that splits flow into two separate 16” lines. These lines have failing butterfly valves near the entrance to two separate pump station wetwells. As a result, debris often blocks the free flow of wastewater into the pump station. When the flow backs up, debris collects in the pipe system. When the flow breaks free, the debris causes clogging and mechanical failure of the pumps. The collection system and pump station are adjacent to Hollingshed Creek. When these issues occur, the level of the wastewater within the collection system can back up and has caused sanitary sewer overflows in the past resulting in environmental contamination of the creek and endangering the public health, welfare, and safety of citizens at the Hollingshed Creek drainage basin. Additionally, when the pumps are clogged with debris, they can run continuously, wasting energy and requiring staff to be frequently deployed to the site, and as a result, increasing the overall carbon footprint of the station.

The Shady Grove Pump Station project aligns directly with the following Richland County Strategic goals:

- Goal 3 – Commit to Fiscal Responsible
  - Objective 3.1 – Align budget to priorities and see alternative revenue sources.
- Goal 6 – Establish Operational Excellence
  - Objective 6.7 – Address current and future resources needs.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

As part of the project, the County will install new 24" piping, a macerator, which will be routed to the existing pump station wetwell. The two existing 16" pipes and butterfly valves will be abandoned in place. See Attachment 1 - Project Site Plan.

**ATTACHMENTS:**

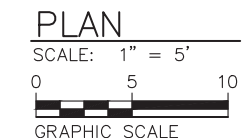
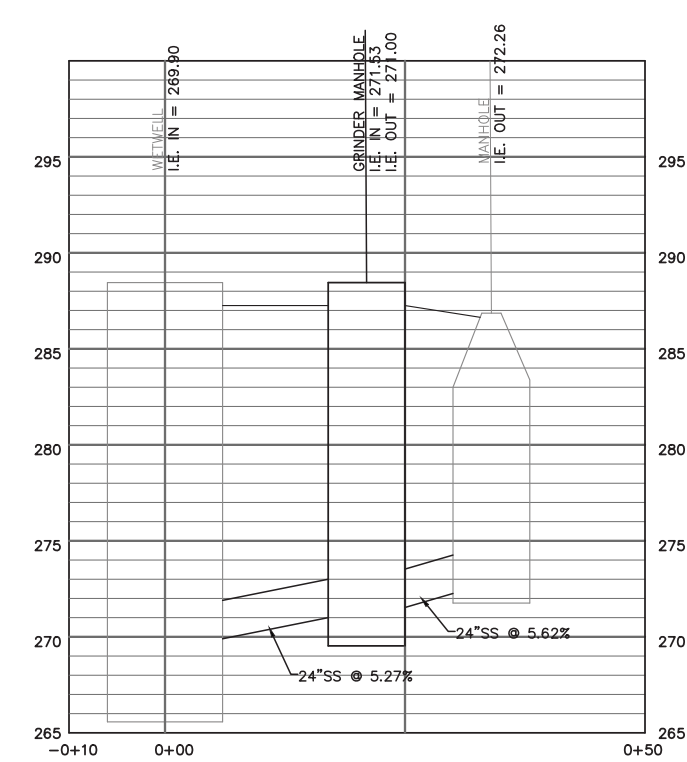
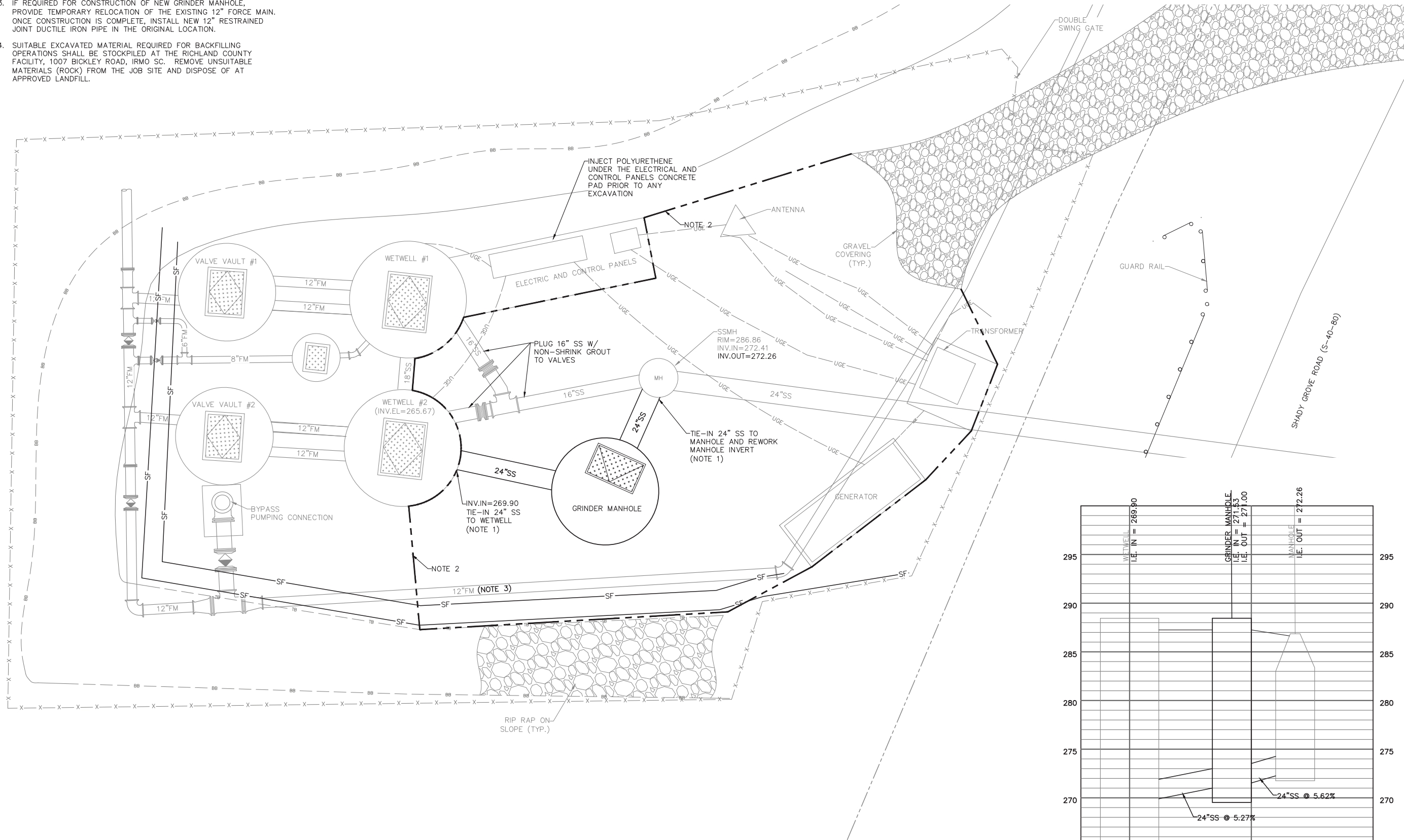
1. Project Site Plan
2. Bid Tabulation
3. Draft Contract

H:\PROJECT FILES\100342.04 RC SHADY GROVE PUMP STATION\300 DESIGN\355 SG PRELIMINARY DRAWINGS\01 CIVIL & DEMO\SHADY GROVE\_PS.DWG  
 REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CONSTANTINE ENGINEERING. HOWEVER, THIS SHALL NOT PROHIBIT THE REUSE OF THIS DOCUMENT BY THE CLIENT AS PROVIDED FOR BY THE CONTRACT.  
 7/20/2022 2:00 PM

**NOTES:**

- CORE EXISTING WETWELL/MANHOLE. INSTALL 24" SS AND LINK SEAL.
- REGRADE AND INSTALL NEW 6" #57 STONE DRIVEWAY WITHIN LIMITS SHOWN.
- IF REQUIRED FOR CONSTRUCTION OF NEW GRINDER MANHOLE, PROVIDE TEMPORARY RELOCATION OF THE EXISTING 12" FORCE MAIN. ONCE CONSTRUCTION IS COMPLETE, INSTALL NEW 12" RESTRAINED JOINT DUCTILE IRON PIPE IN THE ORIGINAL LOCATION.
- SUITABLE EXCAVATED MATERIAL REQUIRED FOR BACKFILLING OPERATIONS SHALL BE STOCKPILED AT THE RICHLAND COUNTY FACILITY, 1007 BICKLEY ROAD, IRMO SC. REMOVE UNSUITABLE MATERIALS (ROCK) FROM THE JOB SITE AND DISPOSE OF AT APPROVED LANDFILL.

Attachment 1



**PROFILE: 24"SS**  
 SCALE: HOR.: 1"=10  
 VERT.: 1"=5



NO.	DATE	DESIGNED BY:	XX
REVISION	CHECKED BY:	DH	
BY:	APPROVED BY:		

**IMPROVEMENTS  
 SITE PLAN  
 SHADY GROVE PUMP STATION  
 IMPROVEMENTS**



**Constantine Engineering**  
 4000 FABER PLACE DRIVE, SUITE 330  
 NORTH CHARLESTON, SC 29405  
 PH. 843-628-3352

FILE	SEE LEFT
VERIFY SCALE	
DATE	JULY 2022
PROJ.	100342.04
DWG.	C1.2

RC-535-B-23 Shady Grove Pump Station Improvements  
 Due: October 4, 2022 @ 2:00PM

**Total Cost**

**Republic Contracting Corporation**

\$ 1,197,000.0

0

\$ 0

#	Locked	Items	Selected	Lowest	Quantity	Unit of Measure	Unit Price	Total Cost
1		Base Bid (10)						
<b>Base Bid Total</b>								<b>\$800,000.00</b>
2		Alternate 1 (8)						
<b>Alternate 1 Total</b>								<b>\$397,000.00</b>



**CONTRACT AGREEMENT  
RC-535-B-23\_**

THIS CONTRACT AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_ by and between **RICHLAND COUNTY, SOUTH CAROLINA**, (hereinafter called “Owner” or “County”) and **Republic Contracting Corporation** (hereinafter called “Contractor”) for all work necessary to complete that project as described in the Richland County, South Carolina Office of Procurement’s Invitation to Bid No. RC-535-B-23\_ (hereinafter called the “Project”), for which the Work under the Contract Documents may be the whole or only a part.

**WITNESSETH:**

**WHEREAS**, the County has sought to contract with an independent contractor for the furnishing of all labor, supervision, materials and equipment required to perform and complete the Project as detailed in the Contract Documents; and

**WHEREAS**, the County solicited bids for the aforesaid Project that is needed; and

**WHEREAS**, the Contractor has represented to the County that its staff is qualified to provide the Project work required in this Contract in a professional and timely manner; and

**WHEREAS**, the County has relied upon the above representations by the Contractor; and

~~**WHEREAS**, the County's Transportation Director has recommended that a Contract for aforesaid Project be entered into with the Contractor; and~~

**WHEREAS**, the Contractor desires to provide the aforesaid Project work pursuant to the terms and conditions contained below;

**NOW, THEREFORE**, in consideration of these promises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

**I. Definitions**

Unless the context clearly requires otherwise, all capitalized terms used in this Contract shall have the meanings set forth in this Section One or elsewhere in the body of this Contract Form.

A. “Change Directive” means a written method for directing the Contractor to perform additional Work to the Contract when time and/or cost of the Work is not in agreement between the Owner and Contractor performing the Work.

B. “Change Order” means a mutually agreed upon written change in the Contract Time or Contract Scope of Work between the Contractor and the County which is presumed to include all time and compensation to which the Contractor may be entitled for any change in the Work.

- C. "Claim" is defined in Section VIII of this Contract Document.
- D. "Commencement Date" means the date specified in the Notice to Proceed as the date on which the Contractor shall begin providing the Work.
- E. "Contract" or "Agreement" are used interchangeably and each mean this Contract and include all Contract Documents.
- F. "Contract Documents" means all exhibits, attachments, specifications, and any addenda to this Contract that are incorporated by reference into this Contract and which are referenced at Exhibit A, the County's "Invitation for Bids," and all other exhibits listed in Section XIII of this Contract Form.
- G. "Contract Form" shall mean this written agreement document executed by the County and by the Contractor and shall not include exhibits and other Contract Documents.
- H. "Contract Price" means the price listed in the Contract for service to be received in return.
- I. "Contract Time" means the time for the Contractor to achieve Final Completion as provided in the Schedule.
- J. "Contractor" has the meaning assigned above to that term, and includes that company's agents, Employees and representatives.
- K. "Contract Quantities" means the estimated quantities listed on the bid form.
- L. "County" means County of Richland, a public body politic and corporate and political subdivision of the State of South Carolina.
- M. "Day" means "calendar day." The term "calendar day" shall mean every day shown on the calendar. Calendar days will be consecutively counted regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events as described herein.
- N. The "Engineer" Ardurra.
- O. "Final Completion" is the date when the Project is fully completed, including all punch-list items, and the Engineer certifies that the Contractor has earned Final Payment. Final Completion may be used interchangeably with "Full Contract Term."
- P. "Final Payment" means the last payment from the County to the Contractor of the entire unpaid balance of the Contract sum as adjusted by any approved Change Orders or Change Directives.
- Q. "Notice to Proceed" means the written notice to be given by the County to the Contractor to commence Work under this Contract.

- R. "Parties" shall mean Contractor and Owner.
- S. "Plans and Specifications" shall together mean the plans, drawings, and specifications for the Work found in Exhibit A. "Plans" shall mean the plans for the Work found in Exhibit A. "Specifications" shall mean the specifications for the Work found in Exhibit A. "Drawings" shall mean the drawings for the Work found in Exhibit A.
- T. "Procurement Manager" means the Procurement & Contracting contact for the solicitation at Richland County.
- U. "Procurement Director" means the Director for Richland County Procurement Office.
- V. "Project" means the project for which the Contractor has agreed to perform the "Work."
- W. "Project Manager" shall be the representative designated by the Transportation department at the County to serve as Project Manager for the Work.
- X. "Project Site" means the site or sites where the Work is performed. This term is used interchangeably with "Work Site."
- Y. "SCDOT" or "the Department" shall mean the South Carolina Department of Transportation.
- Z. "Schedule" means the time for the Contractor to achieve Final Completion as provided in the schedule agreed to between the Parties as provided in Section VI.A.
- AA. "Standard Specifications" shall mean the latest edition of the SCDOT Standard Specifications for Road and Highway Construction published as of the Effective Date of this Agreement, including any additions, addendums, and County supplemental specifications.
- BB. "Substantial Completion" or "Substantially Complete" shall mean that date when the Engineer certifies that the Work is substantially complete as defined in the Contract Documents.
- CC. "Unit Price Work" is work performed or to be performed by the Contractor based initially on estimated quantities listed by item (or Construction Item) in the Contract Documents.
- DD. "Work" or "Scope of Work" means the work specified and described in Exhibit A, the County's Invitation for Bids on this Project and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components, all labor, supervision, materials, equipment, tools, machinery, transportation, and supplies necessary for the completion of the work as described in the Plans and Specifications for the Project and required under this Agreement to complete the Project.

EE. “Work Site” means the “Project Site” and is used interchangeably with that term.

## II. The Project

### A. Scope of the Work

1. The Contractor agrees to perform the Work required under this Agreement to complete the Project.

2. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

3. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

4. The Contractor shall and will, in good workmanlike manner, do and perform all Work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the Plans and Plan Drawings covered by the Contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the Work. It shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on, and complete the entire Work to the satisfaction of the Engineer and the County.

5. Work shall begin as indicated in the Notice to Proceed and be completed as indicated in Section III after the issuance of the Notice to Proceed, absent any extensions as allowed under this Agreement.

### B. Contractor's Relationship with County.

1. The Contractor shall perform the Work in a competent and timely manner, and with respect to each type of work performed by Contractor as part of the Work, the Contractor shall use the highest degree of reasonable care and skill ordinarily exercised by other similar contractors performing services and obligations of a similar nature, and in accord with all applicable laws, rules, and regulations.

2. The Contractor in its performance of the Work is an independent contractor and shall not be deemed an employee of the County for any purpose whatsoever. The Contractor shall not hold itself or any of its subcontractors out as an employee of the County and shall have no power or authority to bind or obligate the County. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Agreement by it or its employees, agents, and servants and shall be responsible for the Contractor's subcontractors doing the same. The Contractor shall be liable for and pay all taxes required by local, State, or Federal governments, including but not limited to Social Security, workers' compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Agreement.

C. Engineer's Authority.

1. The Engineer shall give all orders and directions contemplated under the Contract Documents relative to the execution of the Work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or for Work under this Agreement affected in any manner or to any extent by such question.

2. The Engineer shall decide the meaning and intent of any portion of the Specifications and any Plan or Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to the Work which may arise between the Contractor under this Contract and other contractors performing work for the County shall be adjusted and determined by the Engineer.

3. Inspectors, employed by the Engineer or by the County, shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part of the Work and to the preparation or manufacture of the materials to be used. An inspector or inspectors will be stationed on site and will report to the Engineer as to the progress of the Work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and Work performed by the Contractor fail to fulfill the requirements of the

Specifications and Contract Documents; and to call to the attention of the Contractor any such failure and other default; but no inspection nor any failure to inspect, at any time or place, however, shall relieve the Contractor from any obligation to perform all of the Work strictly in accordance with the requirements of the Contract Documents. In case of dispute arising between the Contractor and any inspector as to the materials furnished or the manner of performing the Work, the inspector shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Engineer.

4. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, or release any requirements of these Specifications, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Plans and Specifications. Inspectors shall in no case act as foremen to perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any instructions which the inspectors may give the Contractor shall in no way be construed as binding the Engineer or the County in any way, nor releasing the Contractor from fulfillment of the terms of the Agreement.

5. The County at any time and in its sole discretion may name a different Engineer than the one stated herein by providing notice of same in writing to the Contractor.

### **III. Term**

- A. The Contractor shall not commence Work prior to the issuance of a Notice to Proceed, nor later than ten (10) Days after issuance of the Notice to Proceed.
- B. The Contractor shall achieve Substantial Completion of the Project by December 1, 2023, absent any extensions as provided for herein (“the Substantial Completion).
- C. The Contractor shall achieve Final Completion of the Project within thirty (30) Days after the Work is Substantially Complete.

### **IV. Contract Price**

#### **A. Contract Price.**

1. The Contractor shall perform the Work, beginning on the Commencement Date, and shall be paid for Work performed, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, for the total all inclusive price of eight hundred thousand dollars and no cents (\$800,000.00) (“the Contract Price.”) Actual payments will be based on verified quantities actually incorporated in the Work as priced in Contractor’s Bid or as lump sum items.

2. The amount as specified may be increased or decreased by the County through the issuance of a Change Order, Change Directive, or Additional Work. Any prices specified in Contractor's Bid or any such Change Order will remain firm for the term of this Contract and any Amendment thereto.

B. Payments.

1. Invoicing.

a) The Contractor shall submit its monthly invoices itemizing all labor and materials for which payment is requested such that they are received by the Project Manager for the County no later than 5:00 PM on the last business day of each month. Assuming the Project Manager and the County accept an invoice and the invoice does not require correction, the invoice shall be paid no later than thirty (30) Days after its approval by the County.

b) The County shall retain ten (10%) percent from each payment as retainage. Such retainage is due and payable to the Contractor upon Final Completion and Acceptance of the Project by the County. When the Work reaches fifty (50%) percent complete, the Contractor may request, in writing, that no further retainage be withheld on future payments from the County for the remainder of the Project, provided that the Contractor is on schedule and there are no known unpaid bills for Work incorporated into the Project. The County in its sole discretion may determine whether or not to freeze or otherwise reduce retainage if so requested by the Contractor.

c) An invoice improperly not paid by the County shall earn interest at the rate of one (1%) percent per annum from the due date of the invoice.

d) The Contractor shall submit invoices in original form complete with all supporting documentation, as necessary, summarized in a format directed by the County, and shall reference the Project number.

e) The Contractor's invoices shall be clearly marked with Project number.

f) The Contractor's invoices shall indicate the time period during which the Work was performed for which the invoice is submitted.

g) The Contractor shall sign each invoice summary certifying that all Work covered by the invoice is complete and that the invoice is correct and authentic.

h) The Contractor shall prepare all invoices in a form satisfactory to and approved by the County.

i) At the County's request, the Contractor shall furnish evidence that all labor and materials furnished and equipment used during the period covered by any invoice have been paid for in full and that the Work is not subject to liens or claims on account thereof.

2. County Right to Decline Invoice Approval.

a) The County may decline to approve the Contractor's invoices, in whole or in part, to the extent necessary to protect the County from loss because of:

b) defective Work not remedied,

c) third party claims filed or reasonable evidence indicating probable filing of such claims (including claims of lien),

d) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment,

e) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price,

f) damage to the County, or another contractor performing work for the County,

g) failure to carry out the Work in accordance with the Contract Documents,

h) the withdrawal or suspension, or threatened withdrawal or suspension of governmental permits or approvals due to the negligent actions or default of the Contractor,

i) failure to comply with the Contract Documents, or

j) any breach by Contractor of the terms and conditions of the Agreement.

3. Payment Deductions and Withholding.

a) When any payment is withheld pursuant to this Section, the grounds for such withholding shall be provided to the Contractor. When the grounds for nonpayment are removed, payment shall be made for amounts withheld because of them, within thirty (30) Days after the last ground for nonpayment is removed, provided all other conditions precedent to payment have been satisfied.



b) The County shall not be deemed to be in breach of this Agreement by reason of the withholding of any payment pursuant to any provision of the Contract Documents.

C. Final Payment

1. Application for Payment:

a) After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections and Punch List Items identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for Final Payment following the procedure for progress payments.

b) This “Final Application for Payment” shall be accompanied (except as previously delivered) by:

- (1) all documentation called for in the Contract Documents;
- (2) consent of Contractor’s surety to Final Payment;
- (3) a list of all Claims that Contractor believes are unsettled; and
- (4) complete and legally effective releases or waivers (satisfactory to the County) of all claims of Contractor’s subcontractors and others in the chain of privity below Contractor (a “Subcontractor”) noticed or filed in connection with the Work.

c) In lieu of the releases or waivers of Subcontractor’s claims and if allowed and approved by the County, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien or claim by a Subcontractor could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which County might in any way be responsible, or which might in any way result in liens or other burdens on County's property, have been paid or otherwise satisfied. If any Subcontractor or supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any damages or claim against the County arising out of the Work of the Contractor’s Subcontractors.

2. Engineer's Review of Application and Acceptance:

a) If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the Final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten (10) Days after receipt of the Final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Final Application for Payment to County for payment. At the same time Engineer will also give written notice to County and Contractor that the Work is acceptable. Otherwise, Engineer will return the Final Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend Final Payment, in which case Contractor shall make the necessary corrections and resubmit the Final Application for Payment.

3. Payment Becomes Due:

a) Thirty (30) Days after the presentation to County of the Final Application for Payment and accompanying documentation, the amount recommended by Engineer, including retainage held back by the County, but less any sum County is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by County to Contractor.

b) Contractor's acceptance of Final Payment under this Contract from the County is a waiver by Contractor of any and all Claims against the County.

D. Estimated Quantities.

1. The County has endeavored to estimate the proposed quantities as accurately as possible using the latest information available for the Project. Within Fifteen (15) Days after the issuance of the Notice to Proceed, the Contractor shall provide written verification of the quantities. Failure to do so shall mean the Contractor's acceptance of the quantities.

2. In addition, it will be the Contractor's responsibility to inform the Engineer/Inspector in writing when any Unit Price Work item (excluding lump sum items) is within ninety (90%) percent of the proposed quantity.

3. To affect the increase, deletion, and/or substitution, a "no cost" or "cost" Change Order signed by the Contractor must be submitted to the Procurement Director by the Engineer. No work shall be performed prior to approval of such Change Order.

E. Contingent Items.

1. "Construction Item(s)" in the Invitation to Bid that may be identified as being contingent on the "Summary of Quantities" sheets in the Plans, in the column headed "Contingent" and/or listed herein are provided in the Contract for use as directed by the Engineer and are included as part of Contractor's Bid unless otherwise specified. The quantities for these Contingent Items may be increased or decreased by the County without any adjustment to the Contract unit price bid or the Contingent Items may be deleted entirely from the Contract by the County through the Engineer at the County's sole discretion and at any time. The Contractor shall not submit a Claim against the County for any adjustment to the Contract unit price bid should the Contingent Items be increased, decreased or eliminated entirely.

2. Payment for any Contingent Items used will be made on the basis of the quantities as actually measured as specified in the Specifications, Supplement to the Specifications, Interim Specifications or Addenda, Plans or Special Provisions that are part of the Invitation to Bid.

F. Adjustment of Quantities.

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer.

3. Each unit price for a Unit Price Item will be deemed to include not only all direct labor and material cost for such item, but also an amount considered by Contractor to be adequate to cover all of Contractor's other direct and indirect costs, including but not limited to overhead and profit for each separately identified item.

4. With regard to Unit Price Work items in the Contract Price, the County reserves the right, at any time, to make increases or decreases in quantities and alterations to the Plans or character of the Work, including, but not limited to, alterations in the grade or alignment of the roadway or structure(s) or both, as may be found necessary or desirable by the County. Such alterations are neither a waiver of any conditions of the Contract, nor a release of the Surety. The Contractor shall treat altered Work as if it were part of the original Contract Documents.

5. The County has the unilateral right to increase or decrease the quantity of any contract item. If the quantity increase or decrease with respect to a Unit Price Item is less than twenty-five (25%) percent of the original quantity estimated for such item by the County in Exhibit A, there will be no change in the item's unit price stated by the Contractor in Exhibit B. If the quantity of a unit increases twenty-five (25%) percent or more from the estimated amount for that item in Exhibit A, then the County shall determine if there should be a unit price adjustment because of the increases or decreases, provided that the Contractor makes a proper Claim.

6. If the altered or added Unit Price Work is of sufficient magnitude as to require additional time in which to complete the Project, the Contractor shall make a Claim for such additional time, and such time adjustment will be made at the determination of the County, if demonstrated by the Contractor that an extension in Contract Time is appropriate as provided for such a Claim.

7. An increase or decrease in the quantities of Unit Price Work in no way invalidates the Contractor's unit bid price in Exhibit B or Contract Price except as stated in this Section IV, Subsection F. The Contractor shall make no Claim for any loss of anticipated profits or for any other type of damages because of any such alteration or because of any variation between the approximate quantities in Exhibit A and the actual quantities of Work performed. Contractor's sole remedy for an increase in quantities is provided in this Section IV, Subsection F.

8. Contractor may make a Claim for an adjustment in the Contract Price associated with a change in quantities only if:

a) the quantity of any item (including sub-items of a respective item) of Unit Price Work actually performed by Contractor is more than twenty-five (25%) percent higher from the estimated quantity of such item (including its respective sub-items) indicated in Exhibit A; and

b) there is no corresponding adjustment with respect to any other item of Work that would offset the monetary amount of such increase; and

c) Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense and the Parties are unable to agree as to the amount of any such increase; and

d) Contractor timely makes a Claim for such adjustment and documents the same in accordance with the provisions for making a Claim in this Agreement.

9. County may seek an adjustment in the Contract Price for any unit item if:

a) the quantity of any item (including sub-items) of Unit Price Work actually performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b) County believes that it is entitled to an increase or decrease in Contract Price as a result of the changed quantities and the Parties are unable to agree as to the amount of any such increase or decrease.

10. The County incorporates herein by reference thereto SCDOT Standard Specification 104.2 only to the extent Contractor's entitlement to compensation for any change in quantity of Unit Price Work, any alteration of Plans, or changes in the character of the Work is not expressly stated in this Contract Form.

G. Out of Scope "Additional" Work.

1. At the request of County, Contractor shall provide other work related to the Project that is not within the scope of the Work provided for in this Agreement ("Additional Work"). No existing Unit Price Work item may be considered to be Additional Work.

2. Scope, costs and fees for Additional Work shall be determined prior to the Contractor starting such Additional Work by either: (1) mutually agreed to in writing as an Addendum or Change Order to this Agreement; (2) or by Change Directive by the County using the formula for compensation allowed for a Claim by the Contractor.

3. The County also may order Additional Work from the Contractor that is not directly specified within the scope of this Agreement or any Exhibit thereto.

4. The County agrees to pay the Contractor for the performance of the Additional Work pursuant to this Agreement in accordance with all terms and conditions as stated herein. If the compensation for the Additional Work is not agreed to by the County and the Contractor, compensation for the Additional Work shall be determined as would be compensation for a Claim by the Contractor as defined in this Agreement.

5. All Additional Work shall be documented by Contractor in a form with sufficient information suitable to the County. The Contractor should be prepared to provide evidence of all charges for Additional Work commensurate with the standard American Institute of Architects Cost-Plus Contract forms.

6. If the Additional Work is not calculated as a Claim at the County's option, invoices for Rate Schedule Work shall be prepared and submitted as follows: Invoices for labor shall indicate the employee's name, classification, and straight time and approved overtime hours.

7. Compensation for Additional Work that is established as an "hourly" "not-to-exceed" amount will be paid at the billed or "not-to-exceed" amount, whichever is less. If fees and costs do not reach the limit of the "not-to-exceed" amount, the Contractor will not be entitled to receive the remainder of the "not-to-exceed" amount except as otherwise stated herein.

8. The Contractor shall be limited to the lesser of compensation as an Additional Work or compensation as a Claim in the event of a dispute between the Contractor and the County as to the amount of compensation due for any Work performed by the Contractor under this Agreement, and as to the amount of compensation due to Contractor for any work, labor, or equipment provided by the Contractor that conferred a benefit to the County in some way outside of any provision of this Agreement.

**V. Inspection and Acceptance**

A. All Work (which term includes, but is not restricted to materials, workmanship, manufacture and fabrication of components) shall be subject to inspection and test by the County and/or the SCDOT at all reasonable times and places prior to acceptance. Any such inspection and test is for the sole benefit of the County and/or the SCDOT and shall not relieve the Contractor of the responsibility of providing quality supplies to comply with the Contract requirements. No inspection or test by the County and/or the SCDOT shall be construed as constituting or implying acceptance of Work. Inspection or test shall not relieve the Contractor of the responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights (including warranty rights) of the County and/or the SCDOT after acceptance of the completed Work. The Contractor shall be responsible for his own Quality Control of the Work. The County will be responsible for payment of Independent Testing Laboratories Quality Control required in the Scope of Work.

B. No review by the County shall be construed as constituting or implying acceptance. Such review shall not relieve the Contractor of the responsibility to correctly perform the Work, nor shall it in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Work.

C. The Contractor shall, without charge, correct or re-perform any Work found by the County not to conform to this Agreement's requirements, unless the County consents in writing to accept such Work with an appropriate adjustment in the Contract Price. The Contractor shall promptly remove rejected material from the Work Site.

D. If the Contractor fails to correct or re-perform any Work not found to conform to the Contract requirements within a reasonable period of time after written notice to the Contractor, the County shall have the right to self-perform that Work and charge back the cost to correct or re-perform that Work to the Contractor.

E. Final acceptance of the completed Project will be upon Final Payment to the Contractor and final written acceptance by the County. The workmanship and material warranty period will begin upon this final written acceptance.

## VI. Contract Schedule and Time

### A. Time for Completion.

1. Time is of the essence for the Contractor's performance of the Work.
2. It is hereby understood and mutually agreed, by and between the Contractor and County, that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall proceed based on the Schedule assigned to the Work in the Contract Documents.
3. The proposed Schedule shall be provided by the Contractor at the Pre-Construction Meeting, or at such earlier time as requested by the County or Engineer, and the County and the Contractor shall agree upon the Schedule. Upon the agreement by the County and the Contractor on the Schedule, the County and the Contractor shall each through their designated representatives sign a printed version of the Schedule and that Schedule shall be considered to be a part of the Contract Documents at Exhibit E. Any change to the Schedule thereafter that affects the Date of Substantial Completion and/or date of Final Completion shall be made by a Change Order and a written copy of the amended Schedule shall be attached to the fully executed Change Order.
4. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
5. The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In furtherance of the Schedule, the Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County and the Project Manager so as to plan its Work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project.
6. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than delays for which the Contractor may be granted an extension of time pursuant to the provisions of the Agreement.

7. If, in the reasonable opinion of the County, the Contractor is not complying with the Schedule or will not meet the date of Final Completion, the County may require the Contractor to provide additional manpower, or work overtime, or expedite materials, and the Contractor shall take the necessary steps to comply, all without increase in Contract Price.

B. Liquidated Damages.

1. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the County the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every Day that Contractor shall be in default after the time stipulated in the Contract for completing the Work.

2. The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is agreed to be the amount of damages which the County would sustain and said amount shall be retained from time to time by the County from payments of Contractor's invoices.

3. Any adjustment of the Contract time for completion of the Work granted in accordance with the provisions of this Contract will be considered in the assessment of liquidated damages.

4. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the County of any of its rights under this Contract.

5. County and Contractor agree to liquidated damages for each Day of delay (but not as a penalty) beyond the Substantial Completion Date in accordance with the Schedule of Liquidated Damages found in Section 108.9 of the most current SCDOT Special Provisions as of the effective date of this contract.

Additional provisions concerning the Contractor's liability in certain specific events or circumstances are set forth throughout the Scope of Work. By signing this Contract, the Contractor expressly agrees to the terms thereof.

6. Final Completion Liquidated Damages. After the Contractor has achieved Substantial Completion, the Contractor shall achieve Final Completion in the time stated in the Contract Documents for Final Completion after Substantial Completion. Should the Contractor fail to achieve Final Completion within the time stated in the Contract Documents for Final Completion after Substantial



Completion, the County shall be entitled to liquidated damages for every Day of delay after Contractor's failure to achieve Final Completion. The amount of liquidated damages for each Day after the period by which the Contract Documents require Final Completion to occur after Substantial Completion is ten (10%) percent of the daily liquidated damages amounts provided for in the above mentioned Schedule of Liquidated Damages for each Day of overrun in Substantial Completion, but shall in no case be less than One Hundred (\$100.00) Dollars and no/cents per Day.

C. Substantial Completion. When Contractor considers the entire Work ready for its intended use Contractor shall notify County and Engineer in writing that the entire Work is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

1. Substantial Completion shall be no sooner than:
  - a) All construction activities for the Project are complete;
  - b) No Unit Price Work items that would require a lane closure are unfinished; and
  - c) All safety features are installed, function and are maintained properly; or
  - d) The date as determined by the Engineer using the criteria in the Standard Specifications, whichever is more onerous on the Contractor in the sole opinion of the Engineer.
2. The Contractor shall provide the Engineer and Project Manager with written notice at least seven (7) Days prior to reaching Substantial Completion that the Contractor expects to be Substantially Complete in seven (7) Days.
3. Promptly after Contractor's notification, County, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
4. If Engineer considers the Work Substantially Complete, Engineer will deliver to County a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of punch-list items (the "Punch List Items") to be completed or corrected before Final Completion. County shall have seven (7) Days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list of Punch List Items. If, after considering such objections, Engineer concludes that the Work is not Substantially Complete, Engineer will, within seven (7) Days after submission of the tentative certificate to County, notify Contractor in writing, stating the reasons therefor. If, after consideration of County's objections, Engineer considers the

Work Substantially Complete, Engineer will, within said seven (7) Days, execute and deliver to County and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of Punch List Items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from County.

5. After receipt of the Punch List Items, the Contractor shall have thirty (30) Days to complete the Punch List Items and achieve Final Completion.

6. Upon Contractor's completion of the Punch List Items and the Engineer's approval of such Work, the Engineer shall certify Final Completion.

D. Claims for Additional Time and Related Compensation by Contractor.

1. The Contractor may make a Claim for extensions of time and compensation for the Work only under the following circumstances: if the progress of the Contractor's Work in the critical path of the Schedule is delayed at any time in the commencement or progress of the Work by any event constituting an intentional act or neglect of the County; or by other causes that the County and Contractor may subsequently agree in writing may justify delay ("Excused Delay"), then the Contractor shall be entitled to additional compensation for its actual costs incurred as provided in this Agreement because of the Excused Delay, provided that the Contractor provided written notice of such Excused Delay and the circumstances surrounding it within seven (7) Days after Contractor knows or should know that any event or condition will adversely impact its Work in the critical path, as a condition precedent for any such event being an Excused Delay. The Contractor shall follow the procedures in this Agreement for making a Claim.

2. Weather Delays. "Weather Delays" are generally referred to as "rain days," and shall apply to Days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of Substantial Completion. An average number of rain days are included in the Substantial Completion date determination. This was determined by the following method: Using the National Oceanic and Atmospheric Administration (NOAA) monthly reports, all days in each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows: January 8; February 6; March 7; April 5; May 6; June 7, July 8, August 7, September 5, October 4, November 4, December 6. Rain delays, therefore, will only be considered when the number of days in any month in which rainfall, as recorded by the weather bureau as .10 inch or greater, exceeds the number of days shown. Notwithstanding the days shown on the monthly report, time extensions for rain days will only be considered based upon actual conditions at the Project Site. If, in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the Contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the

County within twenty-four (24) hours of the onset of said conditions. Notwithstanding the requirements of Section VIII, the Contractor shall make a Claim for time extension due to rain delays within seven (7) Days of issuance of the NOAA monthly report for the month in which the delay is claimed.

3. Force Majeure. It is further understood that the Contractor shall not be entitled to any damages or compensation from the County or be reimbursed for any losses on account of any delays resulting from any of the foregoing reasons or, without limitation, any reason for delay not under the direct or indirect control of the County, unless agreed to in writing by the County.

a) If the Contractor is delayed at any time in the progress of the Work by causes beyond the control and without the fault or negligence of the Contractor, the Contractor will bear its own additional costs and seek no additional compensation from the County for the Work. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the governmental entities other than the County, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) Weather Delays (any of which are a "Force Majeure Event").

b) Therefore, extensions of time shall be the Contractor's sole remedy for any and all Force Majeure Events. No payment or compensation of any kind shall be made to the Contractor for damages because of a Force Majeure Event, whether such Force Majeure Event be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any Claim for damages on account of any Force Majeure Event for any cause whatsoever, including but not limited to the aforesaid causes and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract.

c) Without limitation, the County's exercise of its rights under the Section VII, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.

4. If Contractor fails to comply with this Section, Contractor shall be deemed to have waived any Claim arising out of or resulting from any such delay, without relieving Contractor of its obligations hereunder.

5. In the event of any Force Majeure Event, the Contractor and the County shall coordinate and cooperate to exchange any information and/or documentation related to any such Force Majeure Event in a manner that minimizes any adverse effect on the Work.

E. “No Excuse Incentive” Completion Date and Waiver of Contractor Claims.

1. This Section VI, Subsection E “No Excuse Incentive” Clause Does  Does Not  apply to this Agreement. (Check and Initial Applicable Box.)

2. The County will pay the Contractor a “No Excuse Incentive” if the Work in the Contract is Substantially Complete prior to the “No Excuse Incentive Completion Date,” which is the last Day of the Full Contract Term as defined in Section III, and in compliance with the conditions set forth below.

3. As a condition precedent to the Contractor’s right to request the No Excuse Incentive, the Contractor may not have made a Claim for an extension of the Schedule or requested an extension of the Schedule for any reason after the Schedule has become part of the Contract Documents.

4. The below paragraphs in this “No Excuse Incentive” Section of this Agreement apply only to the Contractor’s eligibility for the No Excuse Incentive and DO NOT APPLY TO ANY OTHER SECTION OF THIS AGREEMENT REGARDING TIME EXTENSIONS, DELAYS, CHANGE ORDERS, OR CLAIMS.

5. When work is deemed Substantially Complete by the Engineer, the Contractor will be paid an incentive based on the values shown in the table below, provided that the Contractor meets the criteria for the incentive:

No Excuse Daily Incentive	Maximum payout of:
\$1,500.00 for each Day Substantial Completion achieved prior to Full Contract Term	\$45,000.00

6. The incentive will be accounted for as a lump sum addition on the Final Payment.

7. The County’s intent in including this incentive is to ensure Substantial Completion of the Project by the “No Excuse Incentive Completion Date.”

8. The Parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, Work performed, Work deleted, Change Orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the Project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes experienced in highway construction work. SUCH DELAYS OR EVENTS AND

THEIR POTENTIAL IMPACTS ON PERFORMANCE BY THE CONTRACTOR ARE SPECIFICALLY CONTEMPLATED AND ACKNOWLEDGED BY THE PARTIES IN ENTERING INTO THIS CONTRACT, AND SHALL NOT EXTEND THE “NO EXCUSE INCENTIVE” COMPLETION DATE SET FORTH ABOVE. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s Work to overcome or absorb such delays or events in an effort to complete the Contract by the “No Excuse Incentive” Completion Date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance and no Claims can be filed by the Contractor for such costs or impacts if the Contractor intends to request payment of the incentive.

9. In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the County shall agree as to the number of Days to extend the “No Excuse Incentive” Completion Date.

10. In the event the Contractor and County are unable to agree to the number of Days to extend the “No Excuse Incentive” Completion Date, the County shall unilaterally determine the number of Days to extend the “No Excuse Incentive” Completion Date reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination.

11. The Contractor shall have no rights under the Contract to make any Claim arising out of this “No Excuse Incentive” provision except as is expressly set forth in this Section.

12. As conditions precedent to the Contractor’s entitlement to any “No Excuse Incentive” the Contractor must:

a) Obtain Substantial Completion acceptance by the County, as determined by the Engineer on or before the “No Excuse Incentive” Completion Date.

b) Notify the County in writing, within thirty (30) Days of the final acceptance of the Work by the County, that the Contractor elects to be paid the “No Excuse Incentive” which the Contractor is eligible to be paid based on the actual final acceptance date. SUCH WRITTEN NOTICE SHALL CONSTITUTE A FULL AND COMPLETE WAIVER, RELEASE AND ACKNOWLEDGMENT OF SATISFACTION BY THE CONTRACTOR OF ANY AND ALL CLAIMS, CAUSES OF ACTION, ISSUES, DEMANDS, DISPUTES, MATTERS OR CONTROVERSIES, OF ANY NATURE OR KIND WHATSOEVER, KNOWN OR UNKNOWN, AGAINST THE COUNTY, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS AND REPRESENTATIVES, THE CONTRACTOR HAS OR MAY HAVE AS

TO WORK PERFORMED, WORK DELETED, CHANGE ORDERS, SUPPLEMENTAL AGREEMENTS, DELAYS, DISRUPTIONS, DIFFERING SITE CONDITIONS, UTILITY CONFLICTS, DESIGN CHANGES OR DEFECTS, TIME EXTENSIONS, EXTRA WORK, RIGHT OF WAY ISSUES, PERMITTING ISSUES, ACTIONS OF SUPPLIERS OR SUBCONTRACTORS OR OTHER CONTRACTORS, ACTIONS BY THIRD PARTIES, SHOP DRAWING APPROVAL PROCESS DELAYS, EXPANSION OF THE PHYSICAL LIMITS OF THE PROJECT TO MAKE IT FUNCTIONAL, WEATHER, WEEKENDS, HOLIDAYS, SUSPENSIONS OF CONTRACTOR'S OPERATIONS, EXTENDED OR UNABSORBED HOME OFFICE OR JOB SITE OVERHEAD, LUMP SUM MAINTENANCE OF TRAFFIC ADJUSTMENTS, LOST PROFITS, PRIME MARK-UP ON SUBCONTRACTOR WORK, ACCELERATION COSTS, ANY AND ALL DIRECT AND INDIRECT COSTS, ANY OTHER ADVERSE IMPACTS, EVENTS, CONDITIONS, CIRCUMSTANCES OR POTENTIAL DAMAGES, ON OR PERTAINING TO, OR AS TO OR ARISING OUT OF THE CONTRACT. THIS WAIVER, RELEASE AND ACKNOWLEDGMENT OF SATISFACTION SHALL BE ALL-INCLUSIVE AND ABSOLUTE, SAVE AND EXCEPT ANY ROUTINE COUNTY FINAL ESTIMATING QUANTITY ADJUSTMENTS.

13. Should the Contractor fail to actually complete the Contract and obtain Substantial Completion by the County as determined by the Engineer on or before the "No Excuse Incentive" Completion Date, or should the Contractor, having done so, fail to timely request the "No Excuse Incentive" for any reason, including but not limited to the Contractor choosing not to fully waive, release and acknowledge satisfaction as set forth in the immediately preceding paragraph, the Contractor shall have no right to any payment whatsoever under this Section.

## **VII. Changes**

### **A. Change Orders.**

1. A Change Order is a written order to the Contractor signed by the County, issued after execution of the Contract, authorizing a change in the Work or an adjustment to the compensation or Schedule for the Work. The Contract Price and the Schedule (or Contract Time) may be changed only by an executed Change Order. A Change Order signed by the Contractor conclusively indicates its agreement herewith, including that the adjustment in the compensation or the Schedule contained in the Change Order is sufficient to compensate the Contractor for all Claims that Contractor may have outstanding at the time the Change Order is signed by the Contractor.

2. Change Orders shall be submitted on the forms and pursuant to the procedures of the County and as approved by the Project Manager.

3. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

B. Use of Change Order. The County, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, including the addition or deletion of the Work or parts thereof. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

C. Change Directive. The County has the right to modify this Contract when the modification is in the best interest of the County. If the County and the Contractor cannot agree on the Change Order, the County shall issue a Change Directive directing the Contractor to either not perform Work or to perform Additional Work. In the event of no agreement on the cost of the Change Directive, the Contractor shall be compensated for such Additional Work as provided in the Contract Documents for a Claim.

D. Cost of Change. The cost or credit to the County resulting from a change in the Work or a Claim shall be determined in one or more of the following ways:

1. By mutual acceptance of a negotiated lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee (as provided in the Contract Documents, if applicable);

3. By Unit Price Work item if specified in the Contract Documents; or

4. If there is no agreement between the County and the Contractor as the method to select to determine the cost of additional compensation to the Contractor for subsections D.1 and D.2, by the method provided to calculate a Claim.

E. Disputed Change or Claim. If none of the methods set forth in Section D. 1 or 2 above are agreed upon for Additional Work, the Contractor, provided it receives a written order signed by the County as a Change Directive, shall promptly proceed with the Additional Work involved. The cost of such Additional Work shall then be determined as provided in Sections D, F, G, H, and I. The cost of a Change Order or Change Directive shall include all costs directly related to the change, and the Contractor shall itemize these

costs and provide appropriate supporting data as may be necessary to establish correctness as provided for in the Contract Documents.

F. Restrictions on Recoverable Damages. Only the following items may be recovered by the Contractor with respect to Excused Delay Claims or other Claims. These costs are the exclusive remedy for the Contractor for a Claim. The County has no liability for damages beyond the following items:

1. Additional job site labor expenses.
2. Documented additional costs for materials.
3. Equipment costs, as determined in accordance with this subsection.
4. Documented costs of extended job site overhead.
5. An additional ten (10%) percent of the total of sub-items 1, 2, 3, and 4 above, for home office overhead and profit; however, this amount will not exceed the anticipated margin for home office overhead and profit provided for in the Contractor's original bid. Additionally, home office overhead margins paid to the Contractor included in Change Orders are considered as partial or final compensation for these costs.
6. Bond costs.
7. Subcontractor costs determined by and limited to those items identified as payable under sub-items 1, 2, 3, 4, 5, and 6 above.

G. Non-Recoverable Damages. The parties agree that, in any Claim for damages by the Contractor, the County has no liability for the following items of damages or expense:

1. Profit in excess of that provided in sub-item 5 of Section F above.
2. Loss of profit.
3. Labor inefficiencies.
4. Home office overhead in excess of that provided in sub-item 5 of Section F above.
5. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, and insolvency.
6. Interest and any other indirect costs or expenses of any nature other than those allowable under sub-item 4 of Section F above.
7. Attorneys' fees, claims preparation expenses, or costs of litigation.



8. Prejudgment interest on any amounts the Contractor may be found to be entitled for any Claim.

H. Computation of Extra Equipment Costs. For purposes of computing extra equipment costs for any Claim by the Contractor, rates used are based on the Contractor's actual costs for each piece of equipment. These rates must be supported by equipment cost records furnished by the Contractor. Equipment rates will not be allowed in excess eighty (80%) percent of those in the *Rental Rate Blue Book* with the appropriate adjustments noted herein. The stand-by rate is twenty-five (25%) percent of the operating rate.

I. Labor Rates. Labor rates for any Change Order or Claim not otherwise agreed to by the parties shall be computed in accordance with the most recent United States Government's General Decision as of the effective date of this contract.

J. No Course of Dealing. No agreement by County to a particular Change Order submitted by Contractor shall be construed to establish a course of dealing between County and Contractor regarding labor or equipment rates, or any other costs. The failure of County to insist that Contractor satisfy any requirements for Change Order requests, including but not limited to the written notice requirements, shall in no way constitute a waiver of the County to insist that Contractor later satisfy such requirements or satisfy such requirements for subsequent Change Order requests.

## VIII. Claims

### A. Claim.

1. A "Claim" is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of the Contract Documents, Agreement terms, the payment of money, time or other relief or resolution of issues with respect to the Contract or Contract Documents. The term "Claim" also includes any other disputes or matters in question between County and Contractor arising out of or relating to the Agreement, the relationship of the County and the Contractor arising out of the Agreement, and including any Claim the Contractor may make related in any way to any act or omission of a third party. If the Contractor suffers injury or damage to person or property because of an act or omission of the County, the Project Manager, the Engineer, or any of their respective employees or agents, or of others for whose acts such Party is legally liable, the Contractor must make a Claim for such injury and/or damages as provided in this Section.

2. Claims by the Contractor must be initiated by written notice or they are waived.

B. Notice of Claim. The Contractor acknowledges the prejudice to the County as a result of any attempted assertion by the Contractor of Claims except as specifically permitted herein in the precise manner and strictly within the time limits established herein. Claims by the Contractor must be initiated in writing (the "Initial Notice") within seven (7) Days after the occurrence of the event giving rise to such Claim or the claim is

waived. Claims must be initiated by written notice as provided in this Section to the County detailing the anticipated type and amount of impact in time and/or money of the event or condition. Within seven (7) Days after the conclusion of the event giving rise to such Claim, the Contractor shall give the County a “Final Notice” of the alleged impact on the Contractor in time and money. No additional Claim by a Contractor for the same subject matter may be made after the Final Notice for the Claim has been submitted or after the time for submission of the Final Notice has expired. The notice requirement in this Section shall be an express condition precedent to the Contractor’s right to recover under any Claim.

1. Claims by the Contractor must be made in writing. The Final Notice of any Claim must contain at least all of the following:

- (a) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and architectural or engineering basis of the Claim;
- (b) if the Claim alleges delay to the critical path, the Claim must include the precise number of Days of delay claimed and all alleged impacts on the Work; and, after giving the County notice of intention to file a Claim for delay damages, the Contractor shall keep separate daily records of all labor, material, and equipment costs incurred for operations affected by the delay. The daily records must identify each operation affected by the delay. On a monthly basis after giving notice of intention to file a Claim for delay, the Contractor shall prepare and submit to the County's representative, written reports providing the following information: (i) Potential effect to the Schedule caused by the delay, (ii) Identification of all operations that the Contractor claims have been delayed, or will be delayed, (iii) Explanation of how the County's act or omission delayed each operation and an estimation of how much time is required to complete the project, and (iv) Itemization of all extra costs incurred, including: (1) An explanation as to how these extra costs relate to the delay and complete details of the Contractor's method of measurements, calculations, and resultant quantifications; (2) Identification of all project employees for whom the Contractor seeks additional compensation, and (3) Identification by make, model, and manufacturer's number of all items of equipment for which the Contractor seeks additional compensation.
- (c) if the Claim alleges acceleration or constructive acceleration of the Work, the Claim must demonstrate the benefits that have been achieved by the acceleration. No Claims for acceleration for Work that is not on the critical path shall be permitted. Claims for additional compensation or time for alleged acceleration shall be limited as provided in the Contract Documents; and

- (d) if the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation.

2. Within seven (7) Days after the Initial Notice, or after the conclusion of the event giving rise to the Claim, whichever is later, the Contractor shall provide the Final Notice to the County. The Contractor's failure to provide the Final Notice within seven (7) Days after the Initial Notice or after the conclusion of the event giving rise to the Claim shall constitute a waiver of the Claim against the County. Any waiver by the County of the notice requirements for the Initial Notice or the Final Notice for a Claim, event, or occurrence shall not constitute a waiver of these notice requirements for any other Claim, event, or occurrence. All information required in the Final Notice must be submitted within the time limits established herein.

C. Continued Work. Pending final resolution of a Claim, except as otherwise agreed in writing or in the Contract Documents, Contractor shall proceed diligently with performance of the Work and County shall continue to make undisputed payments in accordance with the Contract Documents. The making of any payment by County shall not constitute a waiver of any Claims by County or an acknowledgement by County that Contractor is entitled to additional time or money. The failure of Contractor to continue to proceed with the Work during the pendency of the Claim shall be a material breach of this Agreement.

D. Audit of Claims. The County may perform an audit of the Contractor's records when the Contractor makes a Claim under the same manner and terms as provided for in SCDOT Standard Specification 105.16.9.

## **IX. Termination and Suspension**

### **A. Termination for Cause**

1. The County may cancel the Agreement in whole or in part for cause in the case of the Contractor's material breach of this Agreement, default of its obligations under this Agreement, negligence or other basis for termination for cause as may be stated in the Agreement.

2. In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

3. If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the United States Bankruptcy Code or any similar or applicable federal or state laws; or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) Days from the date of said filing; or if the Contractor admits in writing its inability to pay its debts generally as they become due; or if it takes a general assignment for the benefit of his creditors; or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if it repeatedly fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper material for the Work; or if it submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if it fails without justification to make Prompt Payment to subcontractors or for material or labor or otherwise breaches its obligations under any subcontract with a subcontractor; or if a mechanic's or materialman's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the County; or if the Contractor repeatedly disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental or private jurisdiction of the Work or the site of the Project; or if it otherwise is guilty of a material breach of any provision of the Contract Documents without prejudice to any right or remedy available to the County under the Contract Documents or at law or in equity, may terminate this Agreement with cause. If requested by the County, the Contractor shall remove any part or all of its equipment, machinery and supplies for the site of any Project within seven (7) Days from the date of such request, and in the event of the Contractor's failure to do so, the County shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense.

4. Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

5. The rights and remedies of the County in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination Without Cause (for Convenience).

1. The County at its sole option and discretion shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving written notice to the Contractor.

a) If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished up to the date of termination.

b) Upon receipt of a termination for convenience notice, Contractor shall immediately discontinue Work on the date and to the extent specified in said notice.

c) There will be no additional costs to the County from the Contractor or any other party upon the County's termination for convenience, other than for Work already performed satisfactorily before the date of termination of this Agreement and accepted by the County. The Contractor will not be entitled to recover any other damages in connection with a termination for convenience, including but not limited to consequential, incidental, exemplary, special, punitive, statutory, direct, indirect, or lost profits.

2. The County, by written notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

C. Effect of Termination.

1. If this Agreement is terminated or terminates for any reason, re-producible copies of all finished or unfinished work related to any Work, including without limitation, documents, data, analysis, calculations, studies, maps, photographs, reports, produced or prepared by Contractor, or in Contractor's possession shall be supplied to County and shall become the property of County.

2. If this Agreement is terminated or terminates for any reason, all subcontracts of the Contractor for Work rendered or to be rendered pursuant to this Agreement are deemed assigned to the County or the County's designee, except that the County or the County's designee may determine in their sole discretion not to accept assignment of any subcontract.

D. Suspension of the Work. The County may order, in writing, a suspension of the Work ("Suspension of the Work") in whole or in part for such time as it deems necessary. The County may order the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract

in good faith for the convenience of the County or to investigate matters arising in the Work.

1. In the event of an unexcused failure of the Contractor to comply with any of the requirements of this Agreement, the Agreement's completion date shall not be extended on account of any such Suspension of the Work and the Contractor shall not be entitled to any compensation or time extension for any delay while the Contractor is attempting to cure any failure to comply with the Agreement.

2. When the County orders any Suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

3. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

**X. Insurance Requirements**

A. Unless the County otherwise directs at any time during the Project, the Contractor shall be responsible for the insurance coverages below and make provisions to have similar insurance in its subcontracts.

B. Within five (5) business days of receipt of Notice to Proceed, Contractor shall provide the County a Certificate of Insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having an A.M. Best Rating of A-, VII or higher.

1. Each certificate shall state it applies to work by or on behalf of the insured. Contractor and its insurers shall provide County thirty (30) Days written notice of any cancellation, non-renewal or reduction in coverage.

C. Contractor must have comparable insurance requirements for any of its subcontractors or insure them under Contractor's policies, unless waived in writing by the County.

D. A breach of any insurance requirement shall be material.

E. All such insurance shall be at Contractor's expense and be maintained throughout the term of this Agreement. Contractor shall provide County certificates throughout the term of this Agreement. The Contractor shall procure insurance policies for the requirements herein. The policies shall name the County as an additional insured under the Commercial General Liability and Business Auto Liability policies. Any Umbrella/Excess Liability policy provided to meet the required general liability and auto liability limits must follow form with all primary policy coverages.

F. Commercial General Liability Insurance

1. Commercial General Liability policy on an occurrence basis with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, property damage and personal injury and \$2,000,000 products & completed operations aggregate. The policy shall also include:
2. Contractual liability for the tort liability of another party assumed in an “insured contract”.
3. Waiver of subrogation against the County, its officials, agents, employees, leased and temporary employees and volunteers.
4. The County, its official, agents, employees, temporary and leased workers as additional insureds by the unmodified latest ISO endorsement CG 20 10.
5. A provision that it is primary coverage over all other insurance or self-insurance even if the policy asserts it is excess, secondary or contingent.
6. Severability of interest.
7. An electronic liability endorsement (CG 04 37 or similar as approved by the County).
8. Products-completed operations liability coverage extending at least two years beyond completion of each separate Project.
9. Include coverage for explosion, collapse and underground hazards.
10. Completed operations coverage extending at least two years beyond the completion date of the Work.

G. Business Auto Coverage. Business Auto Coverage Form with a combined single limit for bodily injury and property damage of \$1,000,000 per accident. Physical damage coverage is at the option of the Contractor. The policy shall also include:

1. Contractual liability;
2. The County, its officials, agents, employees, temporary and leased workers, and volunteers are included as additional insureds.
3. A provision the policy is primary and non-contributory to all other insurance or self- insurance maintained by any additional insured.
4. A waiver of subrogation against the County, its officials, employees, leased and temporary employees, and volunteers.

H. The Contractor shall require its employees and anyone working on its behalf to provide evidence acceptable to the County of auto liability coverage. The policy shall cover owned, hired and non-owned vehicles.

I. Worker's Compensation and Employer's Liability Insurance. The Contractor shall provide worker's compensation and employer's liability in accordance with the laws of the State of South Carolina (other state's coverage is not sufficient.) Employer's liability limits shall not be less than \$500,000/\$500,000/\$500,000. The policy shall contain a waiver of subrogation against the County, its officials, employees, temporary and leased workers, and volunteers.

J. Certificate of Liability Coverage. The certificate of liability coverage shall verify compliance with the preceding requirements.

K. Cancellation, Non-renewal, Material Change or Reduction in Coverage. The Contractor shall provide the County with a minimum of thirty (30) Days prior written notice, except ten (10) Days for non-payment of premium, of any cancellation, non-renewal, reduction in coverage or any other material change in the required policies. Each certificate must state that the insurance applies to work performed by or on behalf of the Contractor.

## **XI. Cleanup Work**

A. During progress of Work, Contractor will keep the Work Site and affected adjacent areas cleaned up. The Contractor will remove all rubbish, surplus materials, surplus excavated materials, and unneeded construction equipment so that the Work Site will be inconvenienced as little as possible.

B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by Work done under this Contract, the Contractor will remove and dispose of such material or debris during the progress of the Work.

C. Upon completion of Work, the Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.

D. The Contractor will remove all debris from any grounds that have been occupied by the Contractor and leave the roads and all parts of the Work Site and adjacent sites affected by the Contractor's operations in a neat and satisfactory condition.

E. The Contractor will restore or replace any public or private property damaged by the Contractor's Work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.

## **XII. General Provisions.**

### **A. Indemnification.**

1. The Contractor, as part of its duty of indemnification, shall defend and hold harmless the County, its agents, and representatives, including but not limited to its Project Manager and its Engineer, from any costs arising out of the prosecution or defense of any action arising out of the Contractor's performance



under this Agreement, to the extent the claim was due to the negligent acts, omissions, or wrongdoing of the Contractor in administering or performing this Agreement. The Contractor shall indemnify, save harmless, and defend the County, its officers, agents, and employees against all liability, claims, fines, penalties, and costs of whatsoever kind and nature for any losses, injury, or death to any person or persons or from loss or damage to any property occurring in connection with or in any way incident to or arising out of or in any way connected with the Work and/or performance pursuant to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, its officers, agents, employees, or other representatives, with respect to the administration of this Agreement.

2. The Contractor agrees to notify the County of any claims asserted or brought against the Contractor arising from this Agreement which may potentially expose the County to liability and to coordinate with the County on any issues of governmental or public interest or concern.

3. The Contractor shall notify the County and the Project Manager of the filing of any litigation or arbitration arising from this Agreement. In the event of participation by the County in the defense of any claim, which shall be solely at the discretion of the County, the County shall be responsible for its own attorney's fees, costs, and other expenses. The Contractor will not settle any claims arising hereunder without the express written prior permission of the County.

4. The Contractor may control the defense of any litigation arising under this paragraph and all related settlement negotiations, unless the County is a party.

5. The Contractor further agrees that in the event it is requested to produce in any litigation any confidential document or information referring or relating to the County, it shall not, where possible, produce the requested material before it has notified the County and the Project Manager and provided the County a reasonable opportunity to appear and object to the production of the County's confidential material.

6. Where applicable, all requirements of the Contractor regarding indemnification set forth in this section shall be imposed on all subcontractors, requiring the subcontractors to defend and indemnify the County in like fashion.

7. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

B. Applicable Laws.

1. By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended), and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

a) 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.”

b) The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with its sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

2. The Contractor and its subcontractors will comply with all applicable federal, state, and local laws and regulations, including but not limited to:

a) Americans with Disabilities Act (ADA);

b) Anti-Kickback Act of 1986;

c) Contract Work Hours and Safety Standards Act;

d) Department of Health and Environmental Control (DHEC);

e) The South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed;

f) Eligibility for employment under United States immigration laws;

g) Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service’s employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees;

h) Employment of Workers with Disabilities;

i) Equal Employment Opportunity;

- j) Environmental Protection Agency (EPA) regulations;
- k) Fair Labor Standards Act (FLSA);
- l) Governmental price regulations/orders (as required by law, the Contractor will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project;
- m) Maximum hours and minimum wages;
- n) Nondiscrimination because of age;
- o) Occupational Safety and Health Administration (OSHA) (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- p) Statutes regarding qualification to do business;
- q) Statutes prohibiting employment discrimination;
- r) Walsh-Healey Public Contracts Act; and
- s) The “Prompt Payment Requirements” of the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.
- t) Contractor further represents and warrants that it will comply with the County’s Commercial Nondiscrimination Ordinance, as described under Section 2-647 of the Richland County Code of Ordinances.

(1) As part of such compliance, the Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.

(2) The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County’s relevant marketplace.

(3) Moreover, the Contractor affirms that it will cooperate fully with any County inquiries regarding the Contractor’s compliance with the Commercial Nondiscrimination Ordinance.

(4) The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Contractor from participating in County contracts, or other sanctions.

(5) This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Contractor shall include this clause in any subcontracts which it may enter in the performance of this Agreement.

The Contractor shall be responsible for compliance with any such above-stated law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

C. Governing Law/Disputes.

1. Notwithstanding any other provision of this Agreement, all disputes, claims, or controversies where the County is a party arising out of or relating to this Agreement shall be resolved only in the Court of Common Pleas for Richland County, South Carolina, to the exclusion of all other courts.

2. This provision applies to the Contractor and to any dispute, claim or controversy any person or entity in the chain of privity with the Contractor for the execution of the Work.

3. The Contractor agrees that any act by the County regarding the Agreement is not a waiver of the County's right to sovereign immunity under state law, to the extent any such immunity exists.

4. The Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim, or controversy relating to this Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on the Contractor by certified mail (return receipt requested) addressed to the Contractor at the address provided as the notice address in this Agreement 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 on the date shown on the return receipt.

5. The Agreement shall be construed under the laws of the State of South Carolina.

D. Permits and Licenses.

1. The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by a municipality or the County for conducting business. The Contractor is responsible at all times for obtaining

applicable work permits and licenses from the County's Building Inspection and Business License Departments. Contractor's license number, person's name, and business name must all be shown on all required licenses.

2. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

E. Safety, Health, and Security Precautions. The following provisions are in addition to those pertinent sections contained in the Standard Specifications.

1. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

a) Employees on the Work Site and other persons who may be affected thereby; and

b) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and

c) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.

4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract

Documents) to property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 24, Indemnification, herein.

6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.

7. The Contractor shall not load or permit any part of the construction or Work Site to be loaded so as to endanger its safety.

8. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's best discretion, to prevent threatened damage, injury or loss.

F. Contractor's Record Keeping Duties and FOIA.

1. The Contractor shall maintain copies of all of contracts, drawings, specifications, addenda, Change Orders and other modifications arising out of the Work, in good order and marked currently to record all field changes made during construction, and, in addition, approved shop drawings, product data, samples, and other similar required submittals must be maintained at the job site. These shall be available to the County.

2. Contractor shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial and record management under this Agreement, and the accounting and control systems shall be satisfactory to County. County and County's accountants, lawyers and consultants shall be afforded access to and shall be permitted to audit and copy Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and Contractor shall preserve these for a period of three years after Final Payment, or for such longer period as may be required by law. County shall have the right to access all such records at any time after seven (7) Days written notice.

3. All financial records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Contractor shall have the same obligations to retain records and permit audits as required of Contractor.

4. If any inspection by County, or its representatives, of Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, County may deduct said overcharge from any payments due Contractor, or, if no funds remain due to Contractor, Contractor shall, within seven (7) calendar Days of receipt of such written demand for repayment, tender the amount of such overpayment to County or otherwise resolve the demand for repayment to County's satisfaction.

5. Contractor shall maintain an accurate record of all aspects of the Work, including all costs and expenses related to the Work. County may, at its sole discretion, from time to time (whether before or after Final Completion of the Work or termination of this Agreement) elect to have an inspection or audit conducted to verify compliance with the Agreement or to verify the cost of the Work through the date of the last Application for Payment. Any such inspection and/or audit shall be at least as comprehensive as would be allowed under the South Carolina Rules of Civil Procedure. If County so elects, it shall give notice to Contractor and such inspection or audit shall be conducted as soon as is reasonably feasible thereafter so as not to unreasonably delay further progress payments to Contractor as permitted by the Contract Documents, but in no event no later than seven (7) Days from the date of the notice. Such inspection or audit shall be conducted by the County, or by an accountant, lawyer, auditor, or other reviewer or consultant selected by the County, or any number of them in any combination, and County shall, except as hereinafter provided, pay the cost of such audit. Contractor agrees to cooperate with County, and/or its accountant, lawyer, auditor, or other reviewer or consultant, and make available for examination at its home and/or Project office all of its books, records, correspondence, and other documents deemed necessary by such accountant, lawyer, auditor, or other reviewer or consultant to conduct such review.

6. In addition to any duties of Contractor as stated herein, the Contractor agrees to maintain for three (3) years from the date of Final Payment for all Work under this Agreement, or until all other pending matters are closed under this Agreement, whichever is later, all books, documents, papers, and records, digital or otherwise, pertinent to this Agreement. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representative(s) reasonable access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued by it in connection with this Agreement. The Contractor shall provide a copy of all digital records within sixty (60) Days after Final Payment. The Contractor must provide for a secure back up of digital records during the course of this Agreement.

7. During the retention period, County shall be granted access to those documents upon reasonable notice. At any time during the period, County shall have the option of taking custody of the documents. Contractor shall consult with

County before disposing of any documents maintained pursuant to this Section, including but not limited to documents as to which the three-year retention period has expired. In the event of termination of this Agreement for any reason, all documents required to be maintained pursuant to this Section shall be turned over to County within six months of such termination.

8. Freedom of Information Act.

a) In the event of any Freedom of Information Act (“FOIA”) requests for documents or other information in Contractor's possession, Contractor shall make such documents or information available as directed by County. If the requested documents or information originated from Contractor or its subcontractors or consultants, Contractor shall advise County whether Contractor believes any such documents should be exempt from disclosure. However, subject to the provisions below, the County shall have the right to determine if any documents must be disclosed under the FOIA.

b) The County recognizes that the Contractor may consider certain documents as confidential and proprietary and not subject to FOIA. If the Contractor refuses to disclose any documents related to Contractor’s Work pursuant to a FOIA request and as requested by the County, the Contractor shall defend, hold harmless and indemnify the County from and for any legal proceeding brought against the County alleging any breach of the FOIA because of any documents the Contractor does not agree should be produced by the County pursuant to the FOIA.

G. No Gratuities or Kickbacks.

1. Contractor understands and accepts that the County prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Contractor, its employees, officers, subcontractors, and consultants shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the County.

2. Violation of this Subsection is reason for immediate termination for cause by the County as provided for herein.

H. Subcontractors.

1. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. Notwithstanding this, the Contractor shall not be required by the County to contract with anyone to whom the Contractor has made reasonable and timely objection.



2. The Contractor shall provide the County a list of its subcontractors and their respective anticipated portions of subcontracted Work with subcontract amounts. Should the subcontractors change, the Contractor shall provide an updated list to the County.

3. The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Agreement. The Contractor shall employ and maintain only competent, qualified supervisory personnel for the performance of this Agreement.

4. Key supervisory personnel assigned by the Contractor to the Work are as follows:

a)

5. So long as the individual named above remains actively employed or retained by the Contractor or its subcontractors or subconsultants, they shall perform the functions indicated next to their names unless the County otherwise agrees in writing.

6. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Section as though such individuals had been listed above.

7. Notices given to the persons listed above, or their successors, will constitute sufficient notice to bind the Contractor.

8. If at any time the County reasonably determines that any employee of the Contractor is not properly performing the Work in the best interest of the Project, is hindering the progress of the Work, or is otherwise objectionable, the County shall so notify the Contractor, which shall replace the employee as soon as possible at no increased cost to the County.

I. Successors and Assigns.

1. This Agreement shall be for the benefit of, and be binding upon, the respective successors and assigns, if any, of the County and the Contractor, except that unless expressly stated in this paragraph, nothing contained herein shall be construed to permit any attempted assignment or unauthorized assignment without the express written permission of the Parties.

2. Except as expressly may otherwise be stated, this Agreement or its provisions may not be assigned, sublet, or transferred without the written consent of the Parties.

3. The Contractor shall provide written notification to the County of any contemplated sale, transfer, or any other action that would result in a transfer of

this Agreement in whole or in part to another company or entity, or that could eventually result in the transfer of any duties or requirements of this Agreement to another company or entity. This notification shall be received by the County not less than forty-five (45) Days prior to any action which would result in said transfer and shall describe, in detail, the actions contemplated by the Contractor.

4. In such case, the County reserves the right to enter into direct negotiations with the party to whom Contractor's ownership interest is being transferred for purposes of clarification or renegotiation of the terms and conditions of this Agreement.

J. Notices. The primary point of contact for the County shall be the Director of Transportation. All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent registered or certified mail (or email if agreed to by the Parties) and addressed as follows:

For the County:

Richland County  
Attention: Procurement Manager  
2020 Hampton St., Suite 3064  
Columbia, SC 29204

~~Copy to: Transportation Director~~

For the Contractor:

Republic Contracting Corporation  
PO Box 9167  
Columbia, SC 29290

K. Severance/Survival. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid, provided the general purposes and intent of this Agreement are not materially affected. Any terms which, by their nature, should survive the suspension, termination, or expiration hereof shall be deemed to so survive.

L. Entire Agreement/Construction. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto. The Parties acknowledge that each has participated fully in negotiations regarding the terms and conditions of this Agreement. Therefore, should any ambiguities or

differences over interpretation arise, neither Party will be deemed to be the drafting party against which any such ambiguity or difference should be construed.

M. Non-Waiver. Any waiver of any default by either party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require either party to waive, or entitle either party to a waiver of, any subsequent default hereunder.

N. Ownership.

1. All materials of the County, including but not limited to the County's proprietary software and materials, the proprietary system software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to this Agreement shall belong to the County. The Contractor shall not sell, give, loan, or in any other way provide such to another person or organization, or otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Agreement, without the written consent of the Contracting Officer identified in the RFP, or the Richland County Director of Transportation.

2. Any external requests to procure these data or materials must be forwarded to the County.

O. Obligations Under Other Agreements.

1. The County shall have the right to perform or have performed similar or such other work as it may desire while the Contractor is performing Work required by this Agreement. The Contractor shall perform the Work in a manner that enables completion of other work performed by the County or on the County's behalf without hindrance or interference (or shall properly connect and coordinate the Work with the work of others when required).

2. Should the Contractor believe that its performance of the Work was interfered with, stopped, or otherwise disrupted by the acts or omissions of such other contractors, the Contractor shall notify the County immediately, and if the Contractor asserts that it has been harmed by such acts of another contractor, Contractor shall make a Claim as provided in this Agreement.

P. Warranty.

1. The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use its best skill and attention to provide the above described Work in a professional, timely manner.

2. Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their Work product, as though Contractor had performed the Work itself.

3. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Project Manager for approval, the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment that the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the County and/or Project Manager, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the Project Manager shall be at the risk of subsequent rejection by the County.

4. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Work.

5. The County may, in writing, require the Contractor to remove from the Work Site any employee the County deems incompetent, careless or otherwise objectionable.

6. In addition to any manufacturer's warranties, all workmanship and materials are warranted to be free from defects for a period of twelve (12) months after the date of Final Payment by the County.

Q. State and Local Taxes.

1. Except if otherwise provided, Agreement prices shall include all applicable state and local taxes. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to S.C. Code Ann. §§ 12-8-540 and -550 for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the County receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease. The Contractor shall calculate that portion of the contract which is subject to the six percent (6.0%) South Carolina sales and/or use tax plus applicable County local sales tax, which amounts shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor.

2. Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon, or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement by Contractor.

3. The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

R. Governmental Entity Bonding Requirements

1. The Contractor shall provide and maintain, until the expiration of all warranty periods provided herein, payment and performance bonds in one hundred percent (100%) of the Contract Price, inclusive of Change Orders.

2. The Contractor's surety by issuing payment and performance bond pursuant to this Agreement agrees to the amendment of this Agreement to include other such Work, Additional Work, Change Orders, and Claims and waive prior notice of same.

3. Should at any time the State of South Carolina or the federal government require a higher or greater amount for a bond than 100% of the Contract Price before the Effective Date of this Agreement, the Contractor shall procure such bonds as required by law.

4. The surety issuing the bonds for the Contractor is subject to the approval of the County, but the County does not undertake to assume any obligation with regard to the choice of Contractor's surety.

**XIII. The Contract Documents.**

A. Exhibit Numbers. The Parties agree that the Agreement shall include the following exhibits, which are incorporated herein by reference:

1. **Exhibit A** The County's Invitation for Bids: Bid No. RC-535-B-23 (Not attached but incorporated herein by reference thereto.) This Invitation for Bids No. RC-535-B-23 is called in this Agreement "the Invitation for Bids."

2. **Exhibit B** Contractor's Response to Bid No. RC-535-B-23 including its Bid Bond (Not attached but incorporated herein by reference thereto.)

3. ~~**Exhibit C** SCDOT Standard Specifications for Highway Construction, 2007 Edition, including the all SCDOT Supplements to the Standard Specifications issued up to the date of this Agreement, and County's standard supplements to the Standard Specifications issued up to the date of this Agreement (not attached but incorporated herein by reference thereto).~~

4. **Exhibit D** The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto:

- a) Notice to Proceed;
- b) Performance Bond;
- c) Payment Bond;
- d) Written Amendments;
- e) Work Change Directive(s);
- f) Change Order(s); and
- g) the Schedule.

B. Order of Precedence. This Agreement, including the Exhibits listed above, are collectively called in this Agreement “the Contract Documents” and form the entire Agreement between the Parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents. If, however, any provision of the Agreement conflicts with another provision of the Agreement, or if there is a discrepancy or inconsistency among any of the Contract Documents, the following rules of interpretation shall control:

- 1. As between the Contract Form and any of the other Contract Documents (including the Invitation For Bids and the contract terms and conditions included therein), the Contract Form shall govern.
- 2. As between the Invitation For Bids and the Standards Specifications, the Invitation For Bids shall govern, including all Supplemental Specifications and Addenda issued by the County as part of the Invitation For Bids.
- 3. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.

C. Ambiguity Savings Clause. Absent a clear conflict, discrepancy, or inconsistency in the Contract Documents not governed by the Order of Precedence language above, which results in an ambiguity in the Contract Documents, in the event of a conflict, discrepancy, or inconsistency among the Contract Documents, the more onerous of such provisions to perform by the Contractor shall be deemed controlling unless the County in its sole discretion determines otherwise.

D. Degree of Application: County. Although the Standards Specifications are part of the Contract Documents, the County does not undertake any obligation of the SCDOT as stated in the Standard Specifications for any action unless the County expressly agrees to do so in writing in another Contract Document.

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

**SIGNATURES NEXT PAGE**

**NOW, THEREFORE,** in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Agreement is entered into Under Seal as of the Effective Date of \_\_\_\_\_, 2022.

**WITNESS:**

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

Its: \_\_\_\_\_

\_\_\_\_\_

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

**Contractor:**

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

Its: \_\_\_\_\_

\_\_\_\_\_

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





**Agenda Briefing**

<b>Prepared by:</b>	Stacey D Hamm	<b>Title:</b>	Director
<b>Department:</b>	Finance	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	October 31, 2022	<b>Meeting Date:</b>	November 17, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 8, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 1, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Travel and Expense Reimbursement Policy		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends updating the Travel and Expense Reimbursement guideline to a financial policy and updating applicable procedures and financial amounts.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The new policy may increase departments’ incurred employee training expenses; however, the policy will more reasonably accommodate an employee's ability to cover actual incurred meal costs in light of current costs.

*Applicable department/grant key and object codes:*

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

None applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Choose an item.
Date	Click or tap to enter a date.

**STRATEGIC & GENERATIVE DISCUSSION:**

The current Travel and Expense Reimbursement policy is a Human Resource guideline for Richland County. Since the guideline addresses reimbursing applicable expenses to employees, it is better suited as a Financial Policy rather than as a guideline. The guidelines were last revised with minor changes in December of 2016.

The County’s mileage reimbursement rate mirrors the per mile rate of the US federal government, so it remains current; however, the per-diem rate remains at the 2001 rate. Staff proposes that the County use a rate closely tied to the US General Services Administration (GSA) rate for South Carolina. The recommendation is \$60 in-state and \$75 out-of-state and for resort areas. The breakdown is provided below. The proposed rate will also better reflect current restaurant meal prices. Additionally, staff requests that Greenville be designated as a “resort area” given the similarity of their restaurant costs to those of other areas within the State that are considered “resort areas.”

Meal	Breakfast	Lunch	Dinner
In-state	\$14.00	\$16.00	\$30.00
Out-of-state	\$18.00	\$21.00	\$36.00

Another recommended update is that reimbursement be provided after returning from a trip that is 175 miles or less round-trip. As before, only half of the per-diem is paid in advance if the trip’s duration is less than one week. The policy also clarifies that a copy of the meeting schedule/agenda is required for per-diem advances or reimbursements to ensure that meals covered within the cost of conference/training registration are not reimbursed.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

**ATTACHMENTS:**

1. Travel and Expense Reimbursement Policy 2022
2. Redline Travel and Expense Guideline 2016

<b>RICHLAND COUNTY FINANCE DEPARTMENT POLICY</b>	
<b>TITLE:</b> Travel and Expense Reimbursement	<b>Number:</b> 4.12
<b>EFFECTIVE DATE:</b> 10/1/2022	<b>Page:</b> 1 of 5
<b>REVISION DATE:</b> 10/1/2022	<b>REVISION #:</b> 1
<b>PREPARED BY:</b> Finance Department	<b>AUTHORIZED BY:</b> County Administration

**PURPOSE:**

All employees of the County will be reimbursed for approved and eligible travel and expenses incurred in the course of their employment. The County strives to reimburse employees in an orderly, consistent and systematic manner for business expenses.

**PROCEDURE:**

1. The County pays mileage at the same rate as the U.S. Federal reimbursement rate per mile, if employees use private vehicles for approved County business. Odometer readings must be recorded and submitted for reimbursement. Generally, for reoccurring operational trips, reimbursement will be limited to the shortest established route.
  - 1.1. Mileage will only be paid for travel authorized for official County business.
  - 1.2. No employee will be paid mileage for travel to or from his/her home to his/her worksite.
  - 1.3. No employee who has been furnished a County vehicle will be paid mileage while traveling in such a vehicle.
2. All travel vouchers must be signed by the individual claiming mileage reimbursement and his/her Department Head.
3. When two (2) or more employees travel in the same personal automobile, only the individual who owns the automobile being used can submit a voucher for mileage.
4. All trips (conventions, seminars, etc.) must be for approved valid business reasons; that is, some benefit must accrue to the County as a result of the trip.
5. All trips are to be approved in advance by the Department Head for whom the employee works. It is the responsibility of the Department Head to monitor all charges submitted by his/her employees in order to determine that such charges are reasonable, and beneficial to the County (taking into consideration location, purpose of travel, and other extenuating circumstances).
6. The County Administrator will have oversight of all single trips out of the County, with the exception of those trips made by elected officials and their employees.
7. All training and convention travel must be pre-approved to be eligible for reimbursement. Travel vouchers will be furnished by the Finance Department. These vouchers must be used to make reimbursement claims. Required receipts, if applicable, must accompany vouchers, and vouchers must be signed by individual employees, validated by Department Heads, and returned to the Finance Department after the completion of each trip. Receipts are required for all lodging costs (hotel and motel accommodations), any registration fees not paid in advance

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by the Finance Department; commercial travel costs not arranged by the Finance Department, and required parking fees.

8. All operational travel must be properly approved for reimbursement. Travel vouchers for daily recurring travel must be submitted as a group by each Department Head by the fifth working day of each month for the preceding month. Daily recurring travel will be paid once per month. If not submitted by the fifth working day of each month, the employee/Department Head may not be reimbursed.
9. To be eligible for reimbursement, expenses must be properly approved and incurred in accordance with the following:
  - 9.1. Meals and lodging will be reimbursed once returned from all authorized business related trips according to the subsistence reimbursement schedule in these guidelines.
  - 9.2. Mileage will be reimbursed once returned from all authorized business related trips and will be paid for the shortest usually traveled route from your County worksite unless another route is approved for County business purposes.
10. Employees will depart as soon as practical after the conclusion of their business, except that no employees will be expected to depart between the hours of 6:00 p.m. and 7:00 a.m. On the initial day of travel, breakfast will be reimbursed if departure is required prior to 9:00 a.m. Dinner may be reimbursed if return trip extends beyond 6:00 p.m.
11. Subsistence will not be paid to any employee for any time after she/he could have reasonably returned to the County as outlined above, unless it is more cost effective to delay return.
12. Personnel traveling away from the County on official business, where accommodations at a governmental institution or school are received at less than commercial rates, will be reimbursed only for the cost of actual expenses.
13. Any third party payment, such as federal matching funds, will be applied to the County's pro rata share of such trip.
14. Expense money will be dispensed in the following manner for single trips:
  - 14.1. Personal mileage may be paid in advance based upon distances exceeding a 175 miles round-trip given on an official South Carolina Department of Highways and Public Transportation map or Map Quest. If the round-trip is less than 175 miles, the employee/Department Head will be reimbursed upon return. Travel Reimbursement must be submitted within 30 business days.
  - 14.2. All anticipated lodging costs may be paid in advance based on data from source of such accommodations. Accommodations will be paid at applicable conference rate or the current GSA rate (US General Services Administration). Any rate above such must be approved prior by the department director.

- 14.3. A meal allowance of thirty dollars (\$30.00) per day may be paid in advance. If an employee will be out of town for one week or longer, an advance may be obtained at the maximum meal rate allowed per day.
15. Employees must report meals included in registration costs for conferences, workshops, etc. which will reduce that day's meal allowance by the amount allowed for the meal provided, as outlined in the per diem breakdown.
16. The Finance Director may, from time to time, issue guidelines for the regulation and administration of travel and conference expenses.
17. No employee will receive reimbursement for activities within ten (10) miles of his/her official headquarters except when she/he is required to attend statewide, regional, or district meetings within that area. Also, no reimbursement for overnight accommodations will be permitted within fifty (50) miles of the traveler's headquarters or residence.
18. Airplane Travel
- 18.1. Coach fare (round trip). The County pays the total cost of the ticket for approved travel.
- 18.2. First class. The County pays the cost of the ticket at the coach fare rate; the individual must pay the remainder. In the event coach fare is not available, the County may pay the entire cost but this must be preapproved by the County Administrator.
19. Automobile Travel
- 19.1. Individual's personal automobile: The County pays mileage at the same rate as is paid for U.S. Federal reimbursement per mile for the round trip for approved travel.
- 19.2. County automobile: The County pays for gasoline, oil and insurance. No reimbursement for mileage.
- 19.3. Parking, storage and tolls: The County will pay all tolls, business related parking and storage expenses while on the trip for approved travel provided that receipts are submitted.
20. Bus Travel
- 20.1. The County pays the total cost of the round trip ticket for approved travel.
21. Train Travel
- 21.1. The County pays for a round trip ticket at the most economical rate for approved travel.
22. Registration
22. 1. The County pays the registration cost of authorized and approved conventions, conferences and seminars for approved travel.

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23. Subsistence for Out-of-County Travel

23.1. An authorized employee traveling out of the County will be paid as follows:

23.2. Lodging expenses will be paid unless the lodging costs are associated with a conference or workshop.

23.3. For lodging costs associated with a conference/workshop reimbursement will be based on the cost of the hosting facility. If any employee desires to make accommodations at a hotel or motel which costs exceed the host facility or site of the conference or workshop, reimbursement/advance will be based on the lower rate. If no specific lodging is indicated for a conference or workshop that provides discounted accommodations costs, every effort should be made to secure accommodations through lodging facilities reflected in the "South Carolina Directory of Hotel/Motel Discounts for Government Employees." If such facilities are not available, every effort should be made to secure the most economical accommodations practical for the specific locale.

23.4. A daily per-diem meal allowance of sixty dollars (\$60.00) per day will be paid for trips taken in-state, unless the travel is to a resort area, in which case the out-of-state allowance will apply. A meal allowance of seventy-five dollars (\$75.00) per day will be paid for trips taken out-of-state. Daily meal expense maximums are as follows:

<i>Meal</i>	<i>Breakfast</i>	<i>Lunch</i>	<i>Dinner</i>
In-state	\$14.00	\$16.00	\$30.00
Out-of-state	\$18.00	\$21.00	\$36.00

23.5. Resort areas include: Myrtle Beach, North Myrtle Beach, Surfside Beach, Little River, Atlantic Beach, Garden City Beach, Murrells Inlet, Litchfield Beach, Pawley's Island, Hilton Head, Charleston and Greenville.

24. Receipts for lodging and other expenses must be presented in order for reimbursement to be made. Receipts for meals are not required but a copy of the schedule/agenda from any training, workshops or conferences are required. If a schedule/agenda is not available prior to your event, there will be no prepayments for meals. All meals will be reimbursed per County Policy once a schedule/agenda is provided. The employee will only be reimbursed for expenses for those agencies for which the County Administrator is responsible must be approved by him/her.

25. The County Administrator and Department Heads may be reimbursed actual amounts for ordinary, necessary business expenses, to include travel and meeting costs, subject to all limitations set forth herein, provided receipts are submitted and request for such payment is made.

26. Extradition travel expenses will be reimbursed at actual costs subject to all limitations set forth herein.

**RICHLAND COUNTY FINANCE DEPARTMENT POLICY**

**TITLE:** Travel and Expense Reimbursement

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**REVISION #:** 1

**PREPARED BY:** Finance Department

**AUTHORIZED BY:** County Administration

27. Any travel requests which would involve public funds for a trip outside the County where such funds have been budgeted, shall be approved by the Department Head before any registration or advanced fees are issued. The County Administrator shall have oversight of all travel requests, if necessary. In the event that funds have not been budgeted, the travel request shall first receive approval from the County Administrator and final authorization from the County Council; provided, however, if such request is made during recess of Council, the County Administrator shall have the authority to grant such travel requests.
28. For in-county travel for conventions, the County will pay only approved "out-of-pocket" expenses for subsistence for conventions. Receipts are required for all actual expenses.

**RESPONSIBILITIES:**

1. Employee

1.1. Request travel and expense approval by Supervisor and Department Head before incurred.

1.2. Complete and submit expense report accurately upon return and within thirty (30) days for all business travel. If not submitted within thirty (30) days from returning from all business travel/ work-related travel, the employee/Department Head will not be reimbursed.

2. Supervisor / Department Head

2.1. Monitor and review for approval expenses.

2.2. Submit reoccurring travel vouchers by the 5<sup>th</sup> working day of the month for the preceding month. If not submitted by the 5<sup>th</sup> working day, the employee/Department Head will not be reimbursed.

3. Finance Department

3.1. Review and reimburse properly reimbursed or advance expenses as applicable with County guidelines.

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<b>PREPARED BY:</b> Finance Department	<b>AUTHORIZED BY:</b> County Administration

**PURPOSE:**

All employees of the County will be reimbursed for approved and eligible travel and expenses incurred in the course of their employment. The County strives to reimburse employees in an orderly, consistent and systematic manner for business expenses.

**PROCEDURE:**

1. The County pays mileage at the same rate as the U.S. Federal reimbursement rate per mile, if employees use private vehicles for approved County business. Odometer readings must be recorded and submitted for reimbursement. Generally, for reoccurring operational trips, reimbursement will be limited to the shortest established route.
  - 1.1. Mileage will only be paid for travel authorized for official County business.
  - 1.2. No employee will be paid mileage for travel to or from his/her home to his/her worksite.
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2. All travel vouchers must be signed by the individual claiming mileage reimbursement and his/her Department Head.
3. When two (2) or more employees travel in the same personal automobile, only the individual who owns the automobile being used can submit a voucher for mileage.
4. All trips (conventions, seminars, etc.) must be for approved valid business reasons; that is, some benefit must accrue to the County as a result of the trip.
5. All trips are to be approved in advance by the Department Head for whom the employee works. It is the responsibility of the Department Head to monitor all charges submitted by his/her employees in order to determine that such charges are reasonable, and beneficial to the County (taking into consideration location, purpose of travel, and other extenuating circumstances).
6. The County Administrator will have oversight of all single trips out of the County, with the exception of those trips made by elected officials and their employees.
7. All training and convention travel must be pre-approved to be eligible for reimbursement. Travel vouchers will be furnished by the Finance Department. These vouchers must be used to make reimbursement claims. Required receipts, if applicable, must accompany vouchers, and vouchers must be signed by individual employees, validated by Department Heads, and returned to the Finance Department after the completion of each trip. Receipts are required for all lodging costs (hotel and motel accommodations), any registration fees not paid in advance



**RICHLAND COUNTY FINANCE DEPARTMENT  
POLICY/RICHLAND COUNTY HUMAN RESOURCES  
GUIDELINES**

TITLE: Travel and Expense Reimbursement	Number: 4.12
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PREPARED BY: <u>Human Resources-</u> <u>Department/Finance Department</u>	AUTHORIZED BY: County Administration

by the Finance Department; commercial travel costs not arranged by the Finance Department, and required parking fees.

8. All operational travel must be properly approved for reimbursement. Travel vouchers for daily recurring travel must be submitted as a group by each Department Head by the ~~fifth~~ third working day of each month for the preceding month. Daily recurring travel will be paid once per month. If not submitted by the fifth working day of each month, the employee/Department Head may not be reimbursed.
9. To be eligible for reimbursement, expenses must be properly approved and incurred in accordance with the following:
  - 9.1. Meals and lodging will be reimbursed once returned from all authorized business related trips according to the subsistence reimbursement schedule in these guidelines.
  - 9.2. Mileage will be reimbursed once returned ~~to~~ from all authorized business related trips and will be paid for the shortest usually traveled route from your County worksite unless another route is approved for County business purposes.
10. Employees will depart as soon as practical after the conclusion of their business, except that no employees will be expected to depart between the hours of 10:00 p.m. and 8:00 a.m. On the initial day of travel, breakfast will be reimbursed if departure is required prior to ~~8~~ 9:00 a.m. Dinner may be reimbursed if return trip extends beyond ~~5~~ 6:00 p.m.
11. Subsistence will not be paid to any employee for any time after she/he could have reasonably returned to the County as outlined above, unless it is more cost effective to delay return.
12. Personnel traveling away from the County on official business, where accommodations at a governmental institution or school are received at less than commercial rates, will be reimbursed only for the cost of actual expenses.
13. Any third party payment, such as federal matching funds, will be applied to the County's pro rata share of such trip.
14. Expense money will be dispensed in the following manner for single trips:
  - 14.1. Personal mileage may be paid in advance based upon distances exceeding a 175 miles round-trip given on an official South Carolina Department of Highways and Public Transportation map or Map Quest. If the round-trip is less than 175 miles, the employee/Department Head will be reimbursed upon return. Travel Reimbursement must be submitted within ~~five (5)~~ 30 business days.
  - 14.2. All anticipated lodging costs may be paid in advance based on data from source of such accommodations.
  - 14.3. A meal allowance of ~~thirty-two~~ thirty dollars (~~\$320.00~~ \$30.00) per day may be paid in advance. ~~If~~

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If an employee will be out of town for one week or longer, ~~an~~ advance may be obtained at the maximum meal rate allowed per day.

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**RICHLAND COUNTY FINANCE**  
**DEPARTMENT**~~RICHLAND COUNTY HUMAN~~  
**RESOURCES GUIDELINES POLICY**

<b>TITLE:</b> Travel and Expense Reimbursement	<b>Number:</b> 4.12
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<b>PREPARED BY:</b> <del>Human Resources</del> Department Finance Department	<b>AUTHORIZED BY:</b> County Administration

15. Employees must report meals included in registration costs for conferences, workshops, etc. which will reduce that day's meal allowance by the amount allowed for the meal provided, as outlined in the per diem breakdown.

16. The Finance Director may, from time to time, issue guidelines for the regulation and administration of travel and conference expenses.

17. No employee will receive reimbursement for activities within ten (100) miles of his/her official headquarters except when she/he is required to attend statewide, regional, or district meetings within that area. Also, no reimbursement for overnight accommodations will be permitted within fifty (50) miles of the traveler's headquarters or residence.

18. Airplane Travel

18.1. Coach fare (round trip). The County pays the total cost of the ticket for approved travel.

18.2. First class. The County pays the cost of the ticket at the coach fare rate; the individual must pay the remainder. In the event coach fare is not available, the County may pay the entire cost but this must be preapproved by the County Administrator.

19. Automobile Travel

19.1. Individual's personal automobile: The County pays mileage at the same rate as is paid for U.S. Federal reimbursement per mile for the round trip for approved travel.

19.2. County automobile: The County pays for gasoline, oil and insurance. No reimbursement for mileage.

19.3. Parking, storage and tolls: The County will pay all tolls, business related parking and storage expenses while on the trip for approved travel provided that receipts are submitted.

20. Bus Travel

20.1. The County pays the total cost of the round trip ticket for approved travel.

21. Train Travel

21.1. The County pays for a round trip ticket at the most economical rate for approved travel.

22. Registration

22.1. The County pays the registration cost of authorized and approved conventions, conferences and seminars for approved travel.

**RICHLAND COUNTY FINANCE DEPARTMENT  
POLICY/RICHLAND COUNTY HUMAN RESOURCES  
GUIDELINES**

<b>TITLE:</b> Travel and Expense Reimbursement	<b>Number:</b> 4.12
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<b>PREPARED BY:</b> Human Resources- Department Finance Department	<b>AUTHORIZED BY:</b> County Administration

23. Subsistence for Out-of-County Travel

- 23.1. An authorized employee traveling out of the County will be paid as follows:
- 23.2. Lodging expenses will be paid unless the lodging costs are associated with a conference or workshop.
- 23.3. For lodging costs associated with a conference/workshop reimbursement will be based on the cost of the hosting facility. If any employee desires to make accommodations at a hotel or motel which costs exceed the host facility or site of the conference or workshop, reimbursement/advance will be based on the lower rate. ~~If no specific lodging is indicated for a conference or workshop that provides discounted accommodations costs, every effort should be made to secure accommodations through lodging facilities reflected in the "South Carolina Directory of Hotel/Motel Discounts for Government Employees."~~ If such facilities are not available, every effort should be made to secure the ~~most economical- accommodations practical for the specific locale-~~ accommodations at the current GSA rate (US General Services Administration). Any rate above such must be approved prior by the department director.
- 23.4. A daily per-diem meal allowance of ~~twenty-eight~~sixty dollars (\$60~~28~~.00) per day will be paid for trips taken in-state, unless the travel is to a resort area, in which case the out-of-state allowance will apply. A meal allowance of ~~thirty-seven~~ty-five dollars (\$75~~35~~.00) per day will be paid for trips taken out-of-state. Daily meal expense maximums are as follows:

<i>Meal</i>	<i>Breakfast</i>	<i>Lunch</i>	<i>Dinner</i>
In-state	\$14 <del>5</del> .00	\$168.00	\$30 <del>15</del> .00
Out-of-state	\$5 <del>18</del> .00	\$21 <del>10</del> .00	\$36 <del>20</del> .00

23.5. Resort areas include: Myrtle Beach, North Myrtle Beach, Surfside Beach, Little River, Atlantic Beach, Garden City Beach, Murrells Inlet, Litchfield Beach, Pawley's Island, Hilton Head, ~~and~~ Charleston ~~and~~ Greenville.

- 24. Receipts for lodging and other expenses must be presented in order for reimbursement to be made. Receipts for meals are not required ~~but a copy of the schedule/agenda from any training, workshops or conferences are required. If a schedule/agenda is not available prior to your event, there will be no prepayments for meals. All meals will be reimbursed per County Policy once a schedule/agenda is provided. The employee will only be reimbursed for a~~All expenses for those agencies for which the County Administrator is responsible must be approved by him/her.
- 25. The County Administrator and Department Heads may be reimbursed actual amounts for ordinary, necessary business expenses, to include travel and meeting costs, subject to all limitations set forth herein, provided receipts are submitted and request for such payment is made.
- 26. Extradition travel expenses will be reimbursed at actual costs subject to all limitations set forth herein.

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**RICHLAND COUNTY FINANCE DEPARTMENT**  
**POLICY RICHLAND COUNTY HUMAN RESOURCES**  
**GUIDELINES**

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PREPARED BY: <u>Human Resources-</u> <u>Department Finance Department</u>	AUTHORIZED BY: County Administration

27. Any travel requests which would involve public funds for a trip outside the County where such funds have been budgeted, shall be approved -by the Department -Head -before any registration or advanced -fees are issued. The County Administrator -shall have oversight of all travel requests, if necessary. In the event that funds have not been budgeted, the travel -request shall first receive approval from the County Administrator and final authorization from the County Council; provided, however, if such request is made during recess of Council, the County Administrator shall have the authority to grant such travel requests.
28. For in-county travel for conventions, the County will pay only approved "out-of-pocket" expenses for subsistence for conventions. Receipts are -required for all actual expenses.

RESPONSIBILITIES:

1. Employee
  - 1.1. Request travel and expense approval -by Supervisor and Department Head- before incurred.
  - 1.2. Complete and submit expense report accurately upon return and within thirty (30) days for all business travel. If not submitted within thirty (30) days from returning from all business travel/ work-related travel, the employee/Department Head will not be reimbursed.
2. Supervisor / Department Head
  - 2.1. Monitor and review for approval expenses.
  - 2.2. Submit reoccurring travel vouchers by the 5<sup>th</sup> working day of the month for the preceding month. If not submitted by the 5<sup>th</sup> working day, the employee/Department Head will not be reimbursed.
3. Finance Department
  - 3.1. Review and reimburse properly reimbursed or advance expenses as applicable with County guidelines.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Harry J. Polis, Jr.	<b>Title:</b>	Deputy Chief
<b>Department:</b>	Sheriff's Department	<b>Division:</b>	
<b>Date Prepared:</b>	October 25, 2022	<b>Meeting Date:</b>	November 15, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	October 31, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 1, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 31, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Sheriff's Department Accreditation Grant		

**RECOMMENDED/REQUESTED ACTION:**

The Sheriff's Department recommends that Council approve the Richland County Sheriff's Department Accreditation grant. This grant will provide salary and fringe benefits for an Accreditation Manager. This person will initiate and oversee the law enforcement agency accreditation process for the Richland County Sheriff's Department. Funds will also be provided for the initial and continuing accreditation fees for the South Carolina Law Enforcement Accreditation agency.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

This project is 100% funded. No match is required. This grant opportunity was not available when the Grant Budget Request for FY23 was prepared and was therefore not included. This grant will last for a 24 month period, ending September 2024. The position will need to be a permanent FTE, as accreditation is an ongoing process that will need monitoring on a long term basis. The ongoing personnel cost of this program is \$94,000 for salary and fringe benefits. The Sheriff's Department will seek funding from County Council to add the position at the conclusion of the grant period.

*Applicable department/grant key and object codes:*

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

None applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

All law enforcement agencies in South Carolina have to be state or nationally accredited or go through a modified accreditation process with the South Carolina Criminal Justice Academy beginning January 1, 2023. SC Code Section 23-23-100 states that failure to meet the minimum standards and accreditation approval by the South Carolina Criminal Justice Academy can result in a civil penalty not to exceed one thousand dollars per violation per day the agency is not in compliance or is found in violation.

Further, continued noncompliance with meeting the minimum accreditation standards may result in the Law Enforcement Training Council holding in abeyance the law enforcement certification of every law enforcement officer employed or appointed by the noncompliant law enforcement agency until such time as the council deems the agency to be in compliance with the minimum standards or a motion for injunctive relief is settled. Thus no Sheriff's Deputy would be authorized to enforce the laws or ordinances of this State or any political subdivision thereof.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

In October 2022, the Richland County Sheriff's Department was awarded \$200,000 to implement a project under the Department of Justice Community Oriented Policing (COPS) program to support law enforcement agencies seeking accreditation. The Richland County Sheriff's Department recognizes that citizens should be provided with the best practices and procedures available. It is imperative that the Sheriff's Department uses a measured, systematic approach to adopting these best practices. By seeking state accreditation, Richland County will become compliant with current and future requirements that will allow for continued federal and state law enforcement funding. Many other law enforcement agencies, including the Columbia Police Department and Lexington County Sheriff's Office are either already accredited or are actively seeking the status.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

**ATTACHMENTS:**

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Mary Louise Resch	<b>Title:</b>	President/CEO
<b>Department/Entity:</b>	Athena Grants Consulting, LLC	<b>Division:</b>	
<b>Date Prepared:</b>	October 31, 2022	<b>Meeting Date:</b>	November 15, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 8, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 7, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 7, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	County Partnership with Gateway to the Army Association Centennial Park Project		

**RECOMMENDED/REQUESTED ACTION:**

The Gateway to the Army Association requests approval for Richland County to serve as the primary applicant and fiscal agent for its \$650,000 grant request to the SC Department of Veterans Affairs to complete the Centennial Park Project located at Fort Jackson (within Richland County).

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Richland County will be paid at the standard indirect rate of 10% de minimis through the grant or other funding for serving as primary applicant/fiscal agent. The total cost of the project is \$2.1 - \$2.2 million dollars, of which approximately \$1.5 million dollars has been raised to date.

*Applicable department/grant key and object codes:*

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

None applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None applicable.



**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Choose an item.
Date	Click or tap to enter a date.

**STRATEGIC & GENERATIVE DISCUSSION:**

The Gateway to the Army Association has been in negotiations with the SC Department of Veterans Affairs to receive funding for the completion of Centennial Park located on Fort Jackson. Veterans Affairs has recommended that the Association partner with Richland County to serve as the primary applicant since the enabling statute for the funding requires that the applicant must be a municipality or county where the military installation is located. This application is due in April of 2023, so the Association is working with County Administration to lay the groundwork for the application. The offices of Senators Graham and Scott as well as Congressman Wilson support this request for funding.

Fort Jackson contributes approximately \$4.2 billion dollars annually to the Midlands economy, including visitors who come to Columbia for Basic Combat and Advanced Individual Training graduations. Centennial Park provides a place for these families to gather to celebrate and enjoy the community. These families also support Richland County through Hospitality and Accommodation Tax dollars as these families often make their stays multi-day events.

The Gateway to the Army has done most of the necessary legwork to prepare for this application by meeting with SC Veterans Affairs, other local counties and municipalities, and the area's Congressional Delegation. All are in support of this application.

Key steps of this process are as follows:

1. Present agenda item to County Council (November 2022) (Richland County).
2. Approve agenda item to present to full Council in February 2023 (Richland County).
3. Full Council Approval in February 2023 (Richland County).
4. Draft SC Department of Veterans Affairs Grant Proposal (Gateway - Lead/County Grants Office-Secondary).
5. Request letters of support for grant from local and federal government (Gateway to the Army)
6. Submit proposal to SC Veterans Affairs by NLT 15 April 2023 (Richland County with Assistance from Gateway to the Army).
7. Upon grant award:
  - a. Richland County administers funding and has oversight of Gateway to the Army Assn. for completion of the project.
  - b. Gateway to the Army Association solicits bids and manages on-site construction.
  - c. Reports are completed jointly by Richland County and Gateway to the Army Assn.

This initiative provides a great opportunity for Richland County to work with the Gateway to the Army Association and jointly market all of the great recreational opportunities that lie both on and off of Fort

Jackson. Families who visit the installation often spend significant periods of time in the Midlands while visiting their military graduate. Ft. Jackson also provides housing to soldiers who take advantage of local recreational opportunities in Richland County each and every day. We believe this is a wonderful chance to further market these hidden treasures and to make sure that Fort Jackson and Richland County support each other, both now and in the future.

This initiative supports Richland County's Objective 4.4. (Community Development and Placemaking), and in particular, 4.4.3 (Highlight Richland County's quality-of-place assets). Fort Jackson, by nature of it being located within Richland County draws a great deal of interest, not just from visitors, but also major military contractors who pump millions of dollars into the local economy. Centennial Park is just one more example of a recreational area that serves not only the installation, but visitors from throughout the US.

The Gateway to the Army Association has conducted fundraising events, received various grants from counties and cities in the Midlands, and has been the recipient of a variety of corporate grants and other contributions. To date, the project has raised \$1.6 million dollars of \$2.1 million needed to complete this project. Failure to partner with Gateway to the Army Association will further delay the construction of Centennial Park. Completion has already been delayed two years because of COVID-19, and our concern is that the current economy will cause corporate and individual support to decrease even further than it already has. This application is a way to expedite completion of the project, as the SC Department of Veterans Affairs is aware of this upcoming application and predicts a good chance of its approval, based on the benefits that it has to the Midlands military community.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

During the advent of the project (2016-2017), Richland County provided approximately \$300,000 in initial funding for this project. The Gateway to the Army Association currently has a \$150,000 request pending for ARPA funding. Total cost of the project is \$2.1 - \$2.2 million dollars, of which approximately \$1.5 million dollars has been raised to date.

#### **ATTACHMENTS:**

1. SC Department of Veterans Affairs Military Enhancement Plan Grant Proposal Format
2. Applicable County Council Minutes from the 2016 calendar year

The South Carolina Department of Veterans' Affairs (SCDVA) administers the Military Enhancement Plan Fund as directed in Fiscal Year 21-22 Budget Proviso 101.4 which states, "Funds appropriated to the department for the Military Enhancement Plan may be allocated to items including, but not limited to, land acquisition, recreational purposes, educational purposes, and facilities for military personnel. Eligible recipients are counties and municipalities with federal military installations."

Federal military installations, as defined in South Carolina Code 6-29-1625 (A), include Fort Jackson, Shaw Air Force Base, McEntire Joint National Guard Base, Joint Base Charleston, Marine Corps Air Station Beaufort, Beaufort Naval Hospital, Marine Corps Recruit Depot Parris Island, and Charleston Naval Weapons Station. For the purposes of this program, US Coast Guard installations in South Carolina are also considered federal military installations, as are any subordinate federal installations of those named above.

**Proposals will be reviewed twice a year. Deadlines for proposals to be accepted for review are 1 April and 1 October.**

## Section One Eligibility Criteria

To be considered for a grant under this program, your proposal must meet all of the following minimum requirements. Any submission which does not meet any of the requirements below will not be considered.

A. You must be one of the following counties or municipal government agents/agencies with a federal military installation, as defined above, within or adjacent to your jurisdictional boundaries:

**Richland, Sumter, Charleston, Berkeley, Dorchester, Beaufort, or Orangeburg**

B. Your proposal must clearly demonstrate how it will enhance military value, military installation resilience, or military family quality of life at the supported military installation(s). Your proposal may include, but is not limited to, land acquisition, recreational purposes, education purposes, and facilities for military personnel.

C. Your proposal must include an endorsed letter of support by the local installation commander(s) representing the installation(s) or military community(ies) that will benefit from the proposal.

D. Your proposal must include the following items:

1. A cover letter on the letterhead of your county or municipal government agency, briefly describing the scope of the proposal and identifying the military installation(s) it will benefit.
2. A detailed written explanation of the proposal, to include the following:
  - a. A detailed explanation of how the proposal will enhance military value, military installation resilience, or military family quality of life at the supported military installation(s);
  - b. A timeline for completing the project(s) associated with the proposal, to include start dates, milestones, and completion dates;
  - c. A detailed explanation of how the grant funds will be spent;
  - d. A detailed account of any other funding source(s) you intend to apply in conjunction with this grant, to include source and dollar amount (if, for example, your grant proposal covers only a sub-project as part of a larger project);

- e. A list of the specific objectives or goals the grant will be used to accomplish or achieve; and
  - f. Specific metrics that will be used to determine the degree to which each objective or goal is achieved.
  - g. Email and phone contact information for the primary and alternate personnel overseeing the project.
3. A copy of the anti-discrimination policy of your organization.
  4. A copy of the organizational budget of your organization for the current fiscal year.
  5. The most recent operating financial statement of your organization.
  6. An independent, third-party estimate of the cost of the proposal, prepared by a qualified entity, and when applicable a fair market appraisal of any real property to be transferred as part of the proposal.
  7. This form, with the acknowledgement signed and dated.

## Section Two Evaluation Criteria

When eligible grant proposals exceed the funds available in the Base Protection Plan fund, the South Carolina Department of Veterans' Affairs will evaluate each proposal based on 1) its effect on mission readiness; 2) its effect on military quality of life, 3) its effect on the surrounding community; 4) its timeliness; and 5) the degree to which the costs of the project(s) are shared with other funding sources. The score sheet used for evaluating proposals is attached for your reference. The Department will award grants at the funding level stated in the proposal. When available Base Protection Plan funds are inadequate to fund a qualified proposal fully, the proposal will be disapproved. Partial grants will not be awarded. Final decision authority for awarding grants under this program rests with the Secretary of Veterans' Affairs.

## Section Three Agreement Statement

If awarded a grant, I agree to provide to the South Carolina Department of Veterans' Affairs an annual report, delivered no later than 30 June of each year, including a detailed accounting of all grant funds spent to date and detailing progress on achieving the goals as measured by the metrics defined in the grant proposal. I am aware the information provided in my report will be reviewed by the Senate Finance Committee and the House Ways and Means Committee, and is subject to audit by the State Auditor. Additionally, I agree to provide the South Carolina Department of Veterans' Affairs additional reports and supporting documents as may be required by the South Carolina Department of Veterans' Affairs.

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Signature

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Date

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Name, Title

## Section Four Administrative Instructions

Send completed proposals to Sandy Claypoole ([sandy.claypoole@scdva.sc.gov](mailto:sandy.claypoole@scdva.sc.gov)) and Ed Bell ([edward.bell@scdva.sc.gov](mailto:edward.bell@scdva.sc.gov)) no later than the application closing date. If you have not received a confirmation of receipt of your application within 3 business days, contact Sandy at 803-683-1361 or Ed at 803-728-5202.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### REGULAR SESSION MEETING

February 16, 2016  
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 Bill Malinowski

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce recognized former Council member Kit Smith was in the audience.

#### PRESENTATIONS

- a. **Historic Columbia: Dawn Mills Campbell, County Council's Liaison** – Ms. Campbell thanked Council for their support of the Woodrow Wilson Family Home Rehabilitation Project. In addition, she presented the 2016 Preserving Our Places in History Project Award from the South Carolina African American Heritage Commission to Council.
- b. **Celebrate Freedom Foundation: Daniel Hennigan, Board Member** – Command Sergeant Major Marty Wells (Retired), Board Chair gave an overview of the Gateway to the Army Association's intent to recognize the 100<sup>th</sup> Anniversary of Fort Jackson. The Gateway to the Army Association requested Richland County to contribute \$500,000 for 2 to 3 years toward the proposed project.

#### PRESENTATION OF RESOLUTION

- a. **Resolution recognizing February as Teen Domestic Violence Awareness Month in Richland County [DIXON]** – Ms. Dixon presented a resolution recognizing National Teen Date and Violence Awareness and Prevention Month to Ms. Nicole Walker and students from Ridgeview High School.



#### Committee Members Present

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

#### Others Present:

Tony McDonald  
Warren Harley  
Monique McDaniels  
Kimberly Roberts  
Geo Price  
Roxanne Ancheta  
Daniel Driggers  
Kevin Bronson  
Larry Smith  
Beverly Harris  
Brandon Madden  
Rob Perry  
Quinton Epps  
Rudy Curtis  
Brad Farrar  
Dwight Hanna  
Valeria Jackson  
Ismail Ozbek  
Donny Phipps  
Wanda Kelly  
Chad Fosnight  
Tracy Hegler  
Jeff Ruble

**Richland County Council  
Regular Session Meeting  
Tuesday, December 13, 2016  
Page Four**

The vote in favor was unanimous.

**An Ordinance Amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate \$1.00 of Hospitality Fund Balance to provide seed funding for commemorating Fort Jackson's 100<sup>th</sup> Birthday** – Ms. Dixon moved, seconded by Mr. Manning, to approve this item.

Ms. Dixon inquired how the citizens will be able to access the park since you need a sponsor to get on the Fort Jackson campus.

Mr. Seals stated the access will be granted similar to the way it is for the waterpark.

Mr. Mark Wells, President of Gateway to the Army Association, stated citizens will be able to go to the front gate and state they want to go to the waterpark or Centennial Park. There will be a brief background check run on the citizen each time they request admittance to the park. Once the citizen passes the background check, the citizen will be allowed access to the fort. Those with felony convictions will not be allowed on the fort's campus.

Mr. Malinowski commented that even though that person pays Richland County taxes that have been used for the project they can't go on base to see how those taxes were used.

Ms. Dixon inquired about how the residents at Fort Jackson have responded to the proposed park.

Mr. Wells stated they have not addressed any residential groups regarding the proposed park.

Mr. Pearce inquired if the project had been approved by the government.

Mr. Wells stated it has not been officially approved.

Ms. Dickerson and Mr. Malinowski requested a copy of the budget for this project.

Mr. Pearce made a substitute motion, seconded by Mr. Jeter, to approve \$300,000 for this item.

Mr. Livingston requested a friendly amendment to fund the project at \$100,000 for three years, the funds are not to be released until a comprehensive budget is received and there is clear approval from the Army.

Mr. Pearce accepted the amendment to the substitute motion.

**FOR**

Rose

Dixon

Pearce

Rush

Livingston

Dickerson

Myers

Jeter

**AGAINST**

Malinowski

Jackson

Manning

The vote was in favor.

## REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

**Authorizing the provision of water and sewer infrastructure to the Pineview Industrial Park and the execution of certain agreements related thereto; authorizing an amendment to the master agreement governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County ("Park") to amend the internal distribution to Richland County for property located in the Pineview Industrial Park area of the park; and other related matters [FIRST READING]** – Mr.

Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

## REPORT OF RULES AND APPOINTMENTS COMMITTEE

### I. NOTIFICATION OF VACANCIES

- a. **Accommodations Tax – 3 – Three (3) Vacancies (One applicant must have a background in the Cultural Industry; other Two applicants must have a background in the Lodging Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- b. **Community Relations Council – Three (3) Vacancies (Applicants will have fundraising responsibilities)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- c. **Hospitality Tax – Two (2) Vacancies (Applicants must be from Restaurant Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- d. **Internal Audit Committee – One (1) Vacancy (Applicant must be a CPA)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- e. **Business Service Center Appeals Board – One (1) Vacancy (Applicants must be in Business Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- f. **Board of Assessment Appeals – One (1) Vacancy** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- g. **Planning Commission – One (1) Vacancy** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- h. **Central Midlands Council of Governments (CMCOG) – One (1) Vacancy** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- i. **Building Codes Board of Appeals – One (1) Vacancy (Applicant must be from Architecture Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.





**Informational Agenda Briefing**

<b>Prepared by:</b>	Lori J. Thomas	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	November 7, 2022	<b>Meeting Date:</b>	November 17, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration and Finance		
<b>Subject:</b>	Reporting for Outside Entities Receiving Fiscal Support from Richland County		

**BACKGROUND:**

During the fiscal 2023 budget process, Councilmember Bill Malinowski, District 2, made the following motion at the June 7, 2022 Regular Session Council meeting:

*“Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget.”*

At present, Richland County provides funding from different sources (including pass-through state and federal grants, conservation, neighborhood improvement, hospitality tax, accommodations tax, discretionary funds and lump sum awards) to over 100 entities.

**CURRENT STANDARD**

Each of the County’s internal programs that award funds has some form of required reporting (please see attachments); for those that are part of a federal or state award, the requirements of those applicable programs are imposed. The exceptions to these are awards to entities in support of a State agency for services provided in Richland County (Columbia Area Mental Health) or those based upon collections of specific revenue sources (Lexington Richland Area Drug Abuse Council) in which the non-profit publishes their own audited financial reports (<https://www.flipsnack.com/lradac/fy21-annual-report.html>).

**RECOMMENDATIONS**

Staff recognizes there is a wide range of reporting requirements based on the numerous programs the County offers. Additionally, the Community Impact Grant Committee will be considering new methodology and processes for awarding what has historically composed the discretionary grant and lump sum awards to organizations. As modifications as considered, the Committee may consider reporting processes and compliance as a part of their recommendations.

Staff recommends that this item be deferred and revisited for changes to the reports to become more consistent, streamlined, and standardized following recommendations from the Community Impact Grant Committee to the full Council in the spring of 2023.

As always, staff stands ready to support Council in their efforts to assist all Richland County citizens.



**ATTACHMENTS:**

1. Discretionary Mid-Year Report
2. Discretionary Final Report
3. Conservation Report
4. Hospitality Tax Mid Year Report
5. Hospitality Tax Final Report
6. Accommodations Tax Mid-Year Report
7. Accommodations Tax Final Report



# Discretionary Grant Mid-Year Financial Report

Attachment 1

Due: January 31, 2023 - for grant funds expended July 1 – December 31, 2022.

Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Report Notes:

- Agencies receiving FY23 Discretionary funds must complete and submit this form even if no FY23 Discretionary grant funds were spent prior to December 31, 2022.
- If your program/event ended prior to January 1, 2023, you must submit a Discretionary Grant Final Report in lieu of the Mid-Year Report.
- Programmatic information will be collected on the Final Report Form once your program is complete.

### FY22 DISCRETIONARY GRANT MID-YEAR FINANCIAL ACTIVITY

\$ \_\_\_\_\_ Amount of County Discretionary Grant funds spent between July 1 and December 31, 2022. **This number must equal the total of amount of expenses listed on your itemized list of expenditures that is a required attachment to this report.**

\$ \_\_\_\_\_ Amount of FY23 Discretionary Grant funds requested from Richland County between July 1 and December 31, 2022. Reminder that all County grant funds must be spent by June 30, 2023. The amount spent by December 31, 2022 and the amount drawn down by December 31 do not have to match.

### REQUIRED ATTACHMENTS

\_\_\_ **Grant Expenses List** - Please attach an **itemized list of grant expenditures** that includes vendor name, amount, expense purpose, and date paid. Grantees must submit an itemized list of all Discretionary Grant expenses between July 1 and December 31, 2022.

\_\_\_ **Copies of valid invoices and proof of payment for each item in the itemized Discretionary Grant Expenditure list.** Proof of payment is a copy of a cancelled check, bank statement showing a cleared check or credit card receipt. All grant expenses must tie to expenses outlined in the application budget.

Failure to produce completed, accurate reports may result in withholding of future grant allocations.

### ORGANIZATION SIGNATURE:

Provide signature of the Authorizing Official within organization, verifying accuracy of above statements and attachments.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For questions, please call Matiah Pough, Grants Manager at 803.576.5459.**

Richland County Budget and Grants Management P.O. Box 192 Columbia, SC 29202 Fax: 803.576.2138 Email: grantsmgmt@richlandcountysc.gov



# FY23 Discretionary Grant Final Report

Attachment 2

Funds Received July 1, 2022 – June 30, 2023

Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Grant Amount: \$ \_\_\_\_\_ Total Cost of Project: \$ \_\_\_\_\_

Project Dates: \_\_\_\_\_

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Please answer the questions below. You may add as many extra lines as needed in order to give a complete, yet concise answer. Reports should not be hand-written.

**1. Were you able to complete the project as stated in your original application? \_\_\_\_ Yes \_\_\_\_ No**  
**Please describe the effect of this program on the community. If you answered no, state any problems you encountered.** (In this section, please also describe the population served by including the number of people participating and any demographics.)

**2. Describe the outcomes of the project. Describe the evaluation practices used in measuring the program.**

**3. Describe any collaborative partnerships associated with this program. Please state the partner and their role(s). Please include any partnerships with organizations located within Richland County that have similar missions as your organization.**

**REQUIRED ATTACHMENTS**

\_\_\_ **Grant Expenses List** - Attach an **itemized list of expenditures** not included in the Mid-Year report that includes vendor name, amount, expense purpose, and date paid.

\_\_\_ **Copies of valid invoices and proof of payment** for each grant expenditure. Proof of payment is a copy of a cancelled check, bank statement showing a cleared check or credit card receipt. All grant expenses must tie to expenses outlined in the application budget. **All expenditures should match up to payment requests and original grant budget.**

\_\_\_ **Samples of acknowledgement of Richland County’s support.**

**ORGANIZATION SIGNATURE:**

Provide signature of official within organization, verifying accuracy of above statements. Failure to produce completed, accurate reports may result in withholding of future grant allocations.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For questions, please call Matiah Pough, Grants Manager at 803.576.5459.**

Richland County Budget and Grants Management P.O. Box 192 Columbia, SC 29202 Fax 803.576.2138 Email grantsmgmt@richlandcountysc.gov



## Conservation Grants Program Final Report

Grant Number:

Organization:

Project Name:

1. Provide a summary of work completed under this grant. **Submit photos electronically of completed project.**
2. List actual expenditures by category.
3. List each source of match, amount and type (cash, donated labor, materials, etc.)
4. Provide a copy of any written or digital materials produced as a result of this grant.
5. How was RCCC acknowledged for this project?

Submitted by:

Date:

*Conserving Richland County's Natural and Historic Legacy*



2020 Hampton Street • Room 3063A  
Columbia, SC 29204  
(803) 576-2083

## Conservation Grants Program Quarterly Report

October 10, 2022     January 9, 2023     April 10, 2023

Grant Number:

Organization:

Project Name:

1. Description of work accomplished: (Include brief narrative description of project activities, % activities complete); **Submit photos electronically.**

2. What problems have you encountered?

3. County expenditures to date; match documented to date

4. Timeline for remainder of work

Submitted by:

Date:

*Conserving Richland County's Natural and Historic Legacy*



# FY23 Hospitality Tax Grant Mid-Year Financial Report

Due: January 31, 2023 for grant funds expended July 1 – December 31, 2022.

Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Report Notes:

- Agencies receiving FY23 H-tax funds must complete and submit this form even if no FY23 H-tax grant funds were spent prior to December 31, 2022.
- If your program/event ended prior to January 1, 2023, you must submit a Hospitality Tax Final Report in lieu of the Mid-Year Report.
- Programmatic information will be collected on the Final Report Form once your program is complete.

### FY23 H-TAX GRANT MID-YEAR FINANCIAL ACTIVITY

\$\_\_\_\_\_ Amount of County H-tax funds spent between July 1 and December 31, 2022. **This number must equal the total of amount of expenses listed on your itemized list of expenditures that is a required attachment to this report.**

\$\_\_\_\_\_ Amount of FY23 H-tax funds requested from Richland County between July 1 and December 31, 2022. Reminder that all County grant funds must be spent by June 30, 2023. The amount spent by December 31, 2022 and the amount drawn down by December 31 do not have to match.

### REQUIRED ATTACHMENTS

\_\_\_ **Grant Expenses List-** Please attach an **itemized list of grant expenditures** that includes vendor name, amount, expense purpose, and date paid. Grantees must submit an itemized list of all H-tax expenses between July 1 and December 31, 2022.

\_\_\_ **Copies of valid invoices and proof of payment for each item in the itemized H-tax Expenditure list.** Proof of payment is a copy of a cancelled check, bank statement showing a cleared check or credit card receipt. All grant expenses must tie to expenses outlined in the application budget.

Failure to produce completed, accurate reports may result in withholding of future grant allocations.

### ORGANIZATION SIGNATURE:

Provide signature of the Authorizing Official within organization, verifying accuracy of above statements and attachments.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For questions, please call Matiah Pough, Grants Manager at 803.576.5459.**

Richland County Budget and Grants Management P.O. Box 192 Columbia, SC 29202 Fax: 803.576.2238 Email: grantsmgmt@richlandcountysc.gov



# Hospitality Tax Grant Final Report Form

Attachment 5

Funds Received FY2023: July 1, 2022 – June 30, 2023

Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Grant Amount: \$ \_\_\_\_\_ Project Dates: \_\_\_\_\_

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Please answer the questions below. You may add as many extra lines as needed in order to give a complete, yet concise answer. Reports should not be hand written.

## PROJECT OUTCOMES

1. Were you able to complete the project as stated in your original application? \_\_\_Yes \_\_\_No

Describe project success and state any problems you encountered.

2. How has this project increased tourism and visitation to unincorporated Richland County?

3. Provide a detailed description of how your organization serves the citizens of unincorporated Richland County (Transportation, education programs, recreation, discounted programs, etc.)

4. Describe how your project worked with businesses that collect Hospitality Tax in unincorporated Richland County (Any area outside the city limits of Columbia, Forest Acres, Arcadia Lakes and Blythewood).

5. Briefly describe the marketing efforts to promote your program. Be sure to include how you reached out to tourists.

6. How did your organization determine the attendance figures (see below)? Describe methods of tracking attendance and tourism numbers. Describe methods for determining meal and overnight numbers. **If you have zip code summary data, please attach or email to [grantsmgmt@richlandcountysc.gov](mailto:grantsmgmt@richlandcountysc.gov).**



**PROJECT BUDGET DATA:**

Provide two years of financial data for the project(s) outlined in your application even if you did not receive H-Tax funding in the previous fiscal year. If FY23 is your first program year, mark the FY22 column with N/A.

		FY 2021-2022	FY 2022-2023
1	Total Amount of Expenditures (total cost of producing program in which you applied for)		
2	Amount of Richland County H-Tax Grant		
3	Amount funded by H-Tax from other jurisdictions (City, Forest Acres, Lexington, etc.)		
4	Total amount of other sponsorships, donations and grants towards the project outlined in the grant not counting H-Tax funding listed above.		
5	Total amount of sales income generated by project outlined in the grant (ticket sales, product sales, etc.)		
6	Total cash income generated by the project outlined in the grant (add lines 2, 3, 4, and 5 to get total cash income)		
7	Value of in-kind donations towards the project outlined in the grant		
8	Total income for the project outlined in the grant (add lines 6 and 7)		

**TOURISM DATA:**

Provide two years of attendance and tourism data for the project(s) outlined in your application even if you did not receive H-Tax funding in the previous fiscal year. If FY23 is your first program year, mark the FY22 column with N/A.

		FY 2021-2022	FY 2022-2023
9	Total number of hotel rooms/overnight stays booked as a result of your program/event		
10	Total number of meals generated by the program/event		
11	Total tourists (those who traveled from outside the County)		
12	Total attending from unincorporated Richland County (including Eastover and Richland County portion of Irmo)		
13	Percentage of attendees for the project(s) outlined in your application from unincorporated areas of Richland County (including Eastover and Richland County portion of Irmo)		
14	Total attending from incorporated Richland County (includes City of Columbia, Forest Acres, Arcadia Lakes and Blythewood)		
15	Percentage of attendees for the project(s) outlined in your application from incorporated areas of Richland County (includes City of Columbia, Forest Acres, Arcadia Lakes and Blythewood)		
16	<b>Total Attendance</b> (Add lines 11, 12, and 14)		

**REQUIRED ATTACHMENTS**

\_\_\_ **Grant Expenses** - Attach an **itemized list of expenditures** not included in the Mid-Year report that includes vendor name, amount, expense purpose, and date paid.

\_\_\_ **Copies of valid invoices and proof of payment** for each grant expenditure. Proof of payment is a copy of a cancelled check, bank statement showing a cleared check or credit card receipt. All grant expenses must tie to expenses outlined in the application budget. **All expenditures should match up to payment requests and original grant budget.**

\_\_\_ **Samples of acknowledgement of Richland County's support.**

**ORGANIZATION SIGNATURE:**

Provide signature of official within organization, verifying accuracy of above statements. Failure to produce completed, accurate reports may result in withholding of future grant allocations.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**For questions, please call Matiah Pough, Grants Manager at 803.576.5459.**

Richland County Budget and Grants Management P.O. Box 192 Columbia, SC 29202 Fax: 803.576.2138 Email: grantsmgmt@richlandcountysc.gov



**Accommodations Tax Grant Mid-Year Financial Report**  
**Due: January 31, 2023** for grant funds expended July 1 – December 31, 2022.

**Organization:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Report Notes:**

- Agencies receiving FY23 A-Tax funds must complete and submit this form even if no FY23 A-Tax grant funds were spent prior to December 31, 2022.
- If your program/event ended prior to January 1, 2023, you must submit an Accommodations Tax Final Report in lieu of the Mid-Year Report.
- Programmatic information will be collected on the Final Report Form once your program is complete.

**FY22 A-TAX GRANT MID-YEAR FINANCIAL ACTIVITY**

\$ \_\_\_\_\_ Amount of County A-Tax funds spent between July 1 and December 31, 2022. **This number must equal the total of amount of expenses listed on your itemized list of expenditures that is a required attachment to this report.**

\$ \_\_\_\_\_ Amount of FY22 A-Tax funds requested from Richland County between July 1 and December 31, 2022. Reminder that all County grant funds must be spent by June 30, 2023. The amount spent by December 31, 2022 and the amount drawn down by December 31 do not have to match.

**REQUIRED ATTACHMENTS**

\_\_\_ **Grant Expenses List-** Please attach an **itemized list of grant expenditures** that includes vendor name, amount, expense purpose, and date paid. Grantees must submit an itemized list of all A-Tax expenses between July 1 and December 31, 2022.

\_\_\_ **Copies of valid invoices and proof of payment for each item in the itemized A-Tax Expenditure list.** Proof of payment is a copy of a cancelled check, bank statement showing a cleared check or credit card receipt. All grant expenses must tie to expenses outlined in the application budget.

Failure to produce completed, accurate reports may result in withholding of future grant allocations.

**ORGANIZATION SIGNATURE:**

Provide signature of the Authorizing Official within organization, verifying accuracy of above statements and attachments.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For questions, please call Matiah Pough, Grants Manager at 803.576.5459.**

Richland County Budget and Grants Management P.O. Box 192 Columbia, SC 29202 Fax: 803.576.2138 Email: grantsmgmt@richlandcountysc.gov



# Accommodations Tax Grant Final Report Form

Attachment 7

Funds Received FY July 1, 2022 – June 30, 2023

Due: July 31, 2023

Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Grant Amount: \$ \_\_\_\_\_ Project Dates: \_\_\_\_\_

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Please answer the questions below. You may add as many extra lines as needed in order to give a complete, yet concise answer. Reports should not be hand-written.

## PROJECT OUTCOMES

1. Were you able to complete the project as stated in your original application? \_\_\_Yes \_\_\_No

Describe project success and state any problems you encountered.

2. How has this project increased tourism and visitation to Richland County, especially in the unincorporated areas?

3. Describe how your project worked with businesses that collect A-Tax in **unincorporated** Richland County.

4. Briefly describe the marketing efforts to promote your program. Be sure to include how you reached out to tourists.

5. How did your organization determine attendance figures (see below)? Describe methods of tracking attendance and tourism numbers. Describe methods of for determining meals and overnight numbers. **If you have zip code summary data, please attach or email to [grantsmgmt@richlandcountysc.gov](mailto:grantsmgmt@richlandcountysc.gov).**

**PROJECT SUMMARY DATA:**

Provide two years of financial data for the project(s) outlined in your application even if you did not receive A-Tax funding in the previous fiscal year. If FY23 is your first program year, mark the FY22 column with N/A.

		FY 2021-2022	FY 2022-2023
1	Total Amount of Expenditures (total cost of producing program in which you applied for)		
2	Amount funded by Richland Co. A-Tax		
3	Amount funded by A-Tax from other jurisdictions		
4	Amount funded from all other sources (grants, sponsors, donations for the project in which you applied for not including A-Tax funds received)		
5	Amount of income generated from the program in which you applied (food/beverage sales, ticket sales, etc.)		
6	Total Cash Income Generated (Add lines 2, 3, 4, and 5)		
7	Value of In-kind Donations for the project outlined in the grant (please provide back-up detail)		
8	Total Revenue (Add lines 6 and 7)		

**TOURISM DATA:**

Provide two years of attendance and tourism data for the project(s) outlined in your application even if you did not receive A-Tax funding in the previous fiscal year. If FY23 is your first program year, mark the FY22 column with N/A.

		FY 2021-2022	FY 2022-2023
9	Total number of hotel rooms/overnight stays booked as a result of your program/event		
10	Total tourists (those who traveled from outside the County)		
11	Total attending from unincorporated Richland County (including Eastover and Richland County portion of Irmo)		
12	Percentage of attendees for the project(s) outlined in your application from unincorporated areas of Richland County (including Eastover and Richland County portion of Irmo)		
13	Total attending from incorporated Richland County (includes City of Columbia, Forest Acres, Arcadia Lakes and Blythewood)		
14	Percentage of attendees for the project(s) outlined in your application from incorporated areas of Richland County (includes City of Columbia, Forest Acres, Arcadia Lakes and Blythewood)		
15	<b>Total Attendance</b> (Add lines 10, 11, and 13)		

**REQUIRED ATTACHMENTS**

\_\_\_ **Grant Expenses List** - Attach an **itemized list of expenditures** not included in the Mid-Year report that includes vendor name, amount, expense purpose, and date paid.

\_\_\_ **Copies of valid invoices and proof of payment** for each grant expenditure. Proof of payment is a copy of a cancelled check, bank statement showing a cleared check or credit card receipt. All grant expenses must tie to expenses outlined in the application budget. **All expenditures should match up to payment requests and original grant budget.**

\_\_\_ **Samples of acknowledgement of** Richland County’s support.

**ORGANIZATION SIGNATURE:**

Provide signature of official within organization, verifying accuracy of above statements. Failure to produce completed, accurate reports may result in withholding of future grant allocations.

_____	_____
Name	Title
_____	_____
Signature	Date

**For questions, please call Matiah Pough, Grants Manager at 803.576.5459.**

Richland County Budget and Grants Management P.O. Box 192 Columbia, SC 29202 Fax: 803.576.2138 Email: grantsmgmt@richlandcountysc.gov