

RICHLAND COUNTY
ADMINISTRATION AND FINANCE
COMMITTEE

AGENDA



TUESDAY MAY 23, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2022-2023



Jessica Mackey
District 9
Vice Chair



Overture Walker
District 8
Chair



Chakisse Newton
District 11



Cheryl English
District 10



Derrek Pugh
District 2



Jason Branham
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



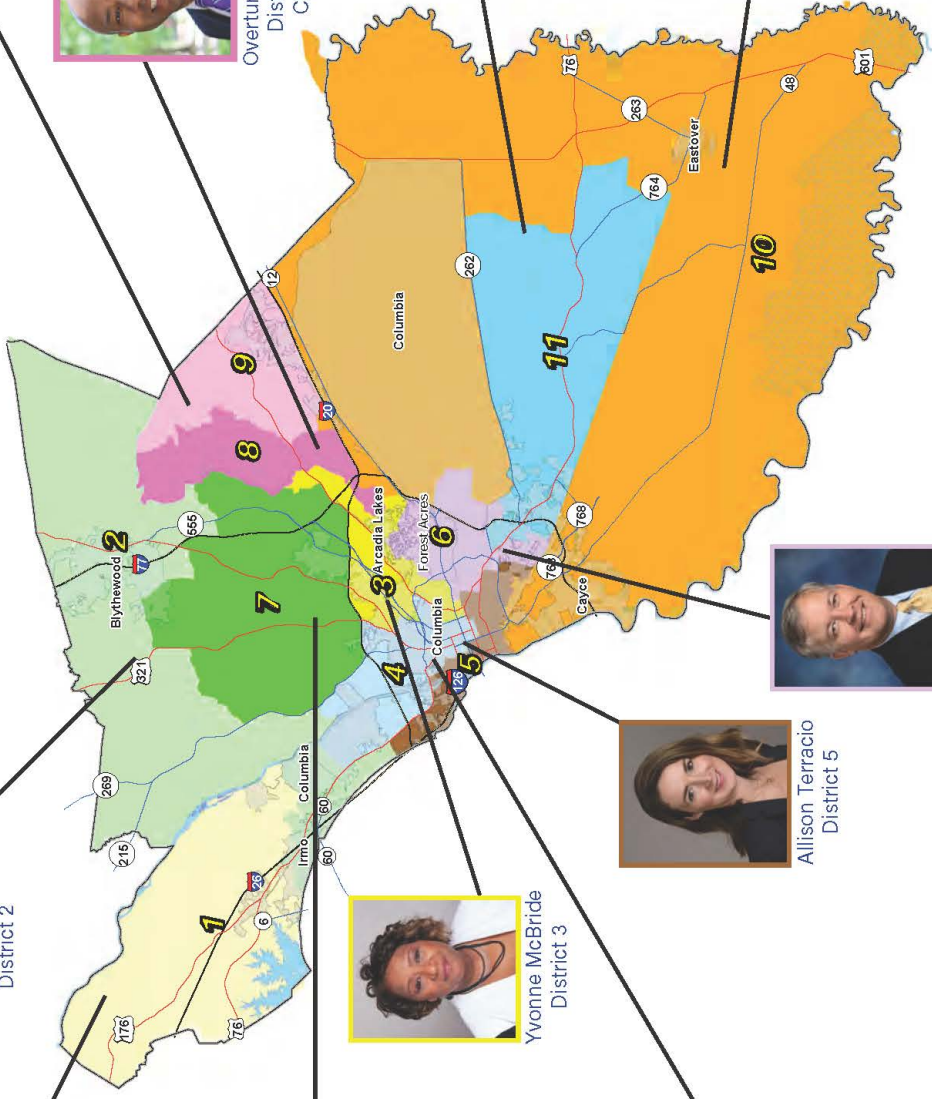
Allison Terracio
District 5



Paul Livingston
District 4



Don Weaver
District 6





**Richland County
Administration and Finance Committee**

AGENDA

May 23, 2023 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

The Honorable Jason Branham	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Don Weaver	The Honorable Jessica Mackey, Chair
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 Jessica Mackey

2. **APPROVAL OF MINUTES** The Honorable Jessica Mackey
 - a. April 25, 2023 [\[PAGES 5-7\]](#)

3. **APPROVAL OF AGENDA** The Honorable Jessica Mackey

4. **ITEMS FOR ACTION** The Honorable Jessica Mackey
 - a. Office of Procurement & Contracting - County-wide Contract Award for RC-568-P-23 [\[PAGES 8-9\]](#)
 - b. Utilities - Transfer of Deeds - Arthurtown/Little Camden/Taylor's Sanitary Sewer [\[PAGES 10-92\]](#)
 - c. Utilities - Exceeding Purchase Order Limits [\[PAGES 93-97\]](#)
 - d. Department of Public Works - Solid Waste & Recycling Division - Collection Area 5B Contract Renewal [\[PAGES 98-137\]](#)
 - e. Department of Public Works - Solid Waste & Recycling Division - Collection Area 7 Contract Renewal [\[PAGES 138-178\]](#)
 - f. Department of Public Works - Solid Waste & Recycling Division - Ballentine Property Purchase [\[EXECUTIVE SESSION\]](#)

5. **ADJOURN** The Honorable Jessica Mackey



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

MINUTES

April 25, 2023 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jessica Mackey, Chair; Jason Branham, Yvonne McBride, Paul Livingston, and Don Weaver
(enter the meeting at 6:12 PM)

OTHERS PRESENT: Allison Terracio, Overture Walker, Cheryl English, Leonardo Brown, Aric Jensen, Ashiya Myers, Stacey Hamm, Michelle Onley, Angela Weathersby, Lori Thomas, Abhijit Deshpande, Jennifer Wladischkin, Anette Kirylo, Kyle Holsclaw, Patrick Wright, Tamar Black, Dale Welch, Geo Price, Bill Davis, Bill Peters, Jani Hussain, Sarah Harris, and Michael Byrd

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM.

2. **APPROVAL OF MINUTES**

a. **March 28, 2023** – Mr. Livingston moved to approve the minutes as distributed, seconded by Mr. Branham

In Favor: Branham, McBride, Livingston, and Mackey

Not Present: Weaver

The vote in favor was unanimous.

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

In Favor: Branham, McBride, Livingston, and Mackey

Not Present: Weaver

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. **Utilities – Purchase of Roll-Off Truck** – The County Administrator, Leonardo Brown, stated the Utilities Department seeks approval to purchase a Kenworth roll-off truck from National Auto Group. The purchase will be through a co-op procurement process. The new roll-off truck is needed to haul wastewater sludge to the landfill. Utilities currently have two trucks: one manual roll-off truck and one automatic dump truck. The existing roll-off truck is thirteen years old, and parts are no longer readily available, causing it to be out of service for an extended period, resulting in the use of sludge-hauling contractors and affecting the department's operating budget.

Ms. McBride moved to forward to Council with a recommendation to approve the purchase of a roll-off truck from National Auto Fleet Group, seconded by Mr. Livingston.

Mr. Livingston stated this item is similar to the County purchasing something off the State contract; therefore, it has already been vetted.

Mr. Brown responded it meets procurement standards because it has gone through a cooperative, and the cooperative meets all of the appropriate standards.

In Favor: Branham, McBride, Livingston, and Mackey

Not Present: Weaver

The vote in favor was unanimous.

- b. Operational Services – 2020 Hampton St. Roof Replacement Project – Solicitation RC-565-B-23 – Mr. Brown noted there was a solicitation, and three submissions were received. Frizzell Const. Co., Inc. d/b/a Summit BSR Roofing was the lowest, responsive, and responsible bidder. The existing roof at 2000 and 2020 Hampton has exceeded its serviceable lifespan of 20 years. It is believed the roof is original to the building, which was constructed in 1990. Council members may have received calls from time to time regarding leakage through the roof. The leaks reflect that the roof has exceeded its useful life. The replacement process is anticipated to take 3-4 months to complete once the notice to proceed has been issued to the contractor and the materials have been delivered to the site. The key steps include removing the current roofing system, assessing the condition of the structural metal decking, and installing the new roofing system if found to be acceptable. They believe a contingency is needed to address the older-style roofing if the roofing system is metal.

Ms. Mackey inquired if we anticipated an impact on the 2000 and 2020 Hampton Street staff during the roof replacement.

Mr. Bill Peters, Interim Operational Services Director, responded there would be minimal impact on the daily operations of both buildings.

Ms. Mackey inquired if the lowest bidder was the best choice for this project.

Mr. Brown stated that to be responsive; the vendor would have to meet the needs. The lowest responsible bidder means they had the pricing and met the needs they were solicited for.

Ms. Jennifer Wladischkin, Procurement Director, responded Mr. Brown was correct. When they did the bid process, there was a minimum standard that all bidders had to meet, and all bidders met at least the minimum standard.

Ms. McBride moved to forward to Council with a recommendation to approve the award of a contract to Frizzell Const. Co., Inc. d/b/a Summit BSR Roofing, for construction and installation of a replacement roofing system at 2000 and 2020 Hampton Street, seconded by Mr. Branham.

In Favor: Branham, McBride, Livingston, and Mackey

Not Present: Weaver

The vote in favor was unanimous.

- c. Procurement & Contracting – Approval to Award Contract for Emergency Generator at the Coroner’s Office – Mr. Brown stated the Coroner’s Office is a 24-hour, 7-day-a-week operation. As a result of them dealing with bodies, the facility must always have power. It currently does not have a backup generator. This particular request is to allow the procurement of a backup generator so the office is never without power. Staff requests the award of a contract to DNB Electric, Inc. for the construction and installation of an emergency generator at the Coroner’s Office. The project involves relocating the power service coming into the building to a more suitable and appropriate location and installing an automatic transfer switch, which detects power outages and switches to generator power. He noted the funds are available in the Coroner’s Office’s budget.

Ms. McBride inquired if the Coroner’s Office ever had a backup system.

Mr. Brown replied this would be a new system. It is his understanding it was contemplated but never initiated.

Mr. Branham stated it saddened him it was going to take 40 weeks to get the generator delivered and then six months for the project to be completed. He inquired if there was the potential for another vendor to get this done faster.

Mr. Brown expressed that sometimes we are not on the priority list, and as a result, we are at the mercy of the providers.

Ms. Wladischkin responded we have seen several supply chain issues with HVAC projects, generators, and other electrical components. We are experiencing extensive lead times on those types of items.

Mr. Branham noted he is looking forward to the Coroner’s Office being able to step up its capabilities, especially due to the nature of its business. He commended whoever was responsible for this and the roof replacement project.

Ms. Mackey indicated the funding is available for this project and the roof replacement project but will not be completed until after the fiscal year has ended. She inquired if the funds would be expended this fiscal year or if we are carrying over the funds because the expense has been approved.

Mr. Brown responded when you have a completed process: quotes, RFPs, answered solicitations, a decision made, and funds available, the funds can be encumbered. While they have not been spent, everything is there for them to be spent. Everything has been done, but we do not have the materials or resources on hand to exchange for the goods and services, thus allowing it to carry over.

Ms. Wladischkin acknowledged the funds are encumbered on a requisition. At the end of the fiscal year, they will be rolled forward into next year. Should those projects extend beyond the next fiscal year, they will continue to roll until they have been expended for the purpose Council has approved them for.

Ms. Mackey noted it is good to understand how funds not expended by a department are carried over.

Mr. Livingston moved to forward to Council with a recommendation to approve the award of a contract to DNB Electric, Inc. for the construction and installation of an emergency generator at the Coroner's Office, seconded by Ms. McBride.

In Favor: Branham, McBride, Livingston, Weaver, and Mackey

The vote in favor was unanimous.

- d. 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] - Mr. Brown indicated staff is requesting the committee to move Items 4(d) and 4(e) to the committee(s) recommended by staff. He noted there are committees that more directly address these areas. In addition, Council Rule 4.7(b)(4) states if action is not taken within a certain period, those items "go away." These items are not dead but require an additional timeframe. Moving them to another committee gives that committee a fresh start, and we believe the items will be addressed within the 90-day timeframe.

Ms. McBride inquired if we are limited because we are past the 90-days.

Mr. Brown replied we are past the 90-days and no action has been taken. We want to make sure the item does not die, and there is a committee that focuses specifically on these areas.

Ms. McBride stated that this is an Administration and Finance issue in this case. She noted she is torn between the financial and programmatic parts of Item 4(d).

Mr. Weaver inquired how long we are stuck at 95%. Could we go to 100% next year?

Mr. Brown replied that we want to be reimbursed for the costs, so there is no limitation. When we present the documents, it will reflect what we feel is the appropriate rate. At that point, the committee, and ultimately Council, can decide what amount they want to proceed with.

Mr. Livingston requested the Administrator to research and look at the possibility of funding the Detention Center through a millage instead of the General Fund.

For clarification, Ms. Mackey stated this item was originally a motion by former Councilman Malinowski on May 3, 2022, was sent to the A&F Committee, and has sat here. The Detention Center Ad Hoc Committee has been meeting. They plan to address things at the Detention Center; therefore, staff recommends sending this item to the Detention Center Ad Hoc Committee.

Mr. Livingston moved to forward this item to the Detention Center Ad Hoc Committee, seconded by Mr. Weaver.

In Favor: Branham, Livingston, Weaver, and Mackey

Opposed: McBride

The vote was in favor.

- e. 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] - Mr. Weaver moved to forward this item to the Community Impact Grants Committee, seconded by Mr. Livingston.

In Favor: Branham, McBride, Livingston, Weaver, and Mackey

The vote in favor was unanimous.

5. **ADJOURNMENT** - Mr. Livingston moved to adjourn the meeting, seconded by Ms. McBride.

In Favor: Branham, McBride, Livingston, Weaver, and Mackey

The vote in favor was unanimous.

The meeting adjourned at approximately 6:24 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Director
Department:	Office of Procurement & Contracting	Division:	
Date Prepared:	May 2, 2023	Meeting Date:	May 23, 2023
Legal Review	Patrickw Wright via email	Date:	May 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	May 15, 2023
Finance Review	Stacey Hamm via email	Date:	May 9, 2023
Approved for consideration:	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
Meeting/Committee	Administration & Finance		
Subject	County-wide Contract Award for RC-568-P-23: Printing, Mailing and Postal Services		

RECOMMENDED/REQUESTED ACTION:

Staff recommends Council award a contract to The Sourcing Group for Richland County's printing, mailing, and postal services.

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:

This request is related to an ongoing county-wide service for printing and mailing of notices and billings and includes the Treasurer, Finance, Community Planning & Development, Assessor, among others.

Funding is appropriated each fiscal year, with the current fiscal year funding being encumbered to the current vendor on multiple requisitions. This request is for a contract, which, if approved, would be effective July 1, 2023.

Applicable department/grant key and object codes: 1100173000.526500
 1100174000.526500
 1100175500.526500
 1100180900.526500
 1100230000.526500
 1151173500.526500
 1100185000.521100

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Proposal RC-568-P-23 - Printing, Mailing and Postal Services was issued on March 2, 2023; there were two (2) responses to the request. An evaluation team of four members reviewed responses. The highest ranked offeror was The Sourcing Group. If approved, the new contract should go into effect July 1, 2023

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

There are no legal concerns regarding the matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County departments issue numerous types of notices, invoices, letters, etc. to its citizens. Notices include but are not limited to:

- | | |
|--|--|
| Tax receipts for real estate/vehicles | Delinquent Merchant account notifications |
| Merchant and personal property pressure sealed card stock | Annual business license renewals |
| New owner bills | Utilities invoices |
| Execution Notices | Property Assessment notices and legal residence courtesy letters |
| Certified Mailings for real estate and mobile home notices | |

The successful vendor is expected to accept batch files of data, print the file into the appropriate format, fold, insert notices and return envelopes, presort, deliver to the postal service, etc. The vendor should have fully automated production processes that are capable of tracking each individual mail piece through the process. The vendor is also expected to have the ability to run addresses against the Coding Accuracy Support System (CASS) postal address verification system or similar system. The vendor shall have the ability to batch items, apply postage, and mail to obtain the most advantageous postal pricing.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

This request encompasses Goal 3 of the Strategic Plan: “Commit to Fiscal Responsibility.”

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	March 27, 2023	Meeting Date:	May 23, 2023
Legal Review	Elizabeth McLean via email	Date:	May 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	May 15, 2023
Finance Review	Stacey Hamm via email	Date:	May 9, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Transfer of Arthurtown/Little Camden/Taylor's Sanitary Sewer; CF#180-16		

RECOMMENDED/REQUESTED ACTION:

Richland County Utilities (RCU) recommends approval of the transfer of deeds of sanitary sewer lines to the City of Columbia as described in the attached Deed to Sanitary Sewer Lines for Arthurtown/Little Camden/Taylor's Sanitary Sewer System, Phase 1; Cf#180-16.

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 not incur any expenses nor lose any revenues by transferring these assets to the City of Columbia. Richland County does not have any budgetary impact.

Applicable department/grant key and object codes:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The County Attorney's Office has no comments.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The referenced sanitary sewer project is a former utility project developed by Richland County (County) and approved for eventual acceptance by the City of Columbia (City) into its system circa the early 1990s. Correspondence from Andy Metts, former Director of Richland County Utilities, dated June 2, 1995, indicated that the sanitary sewer lines were constructed, inspected, and approved in preparation to transfer ownership to the City of Columbia. Then City of Columbia engineer David Johnson issued a letter of acceptance for the sanitary sewer lines and approved Richland County's transfer of the deeds; however, the easement documents were not provided to the City following the completion of the project.

Given the age of the project, the City of Columbia Engineering Administrator cannot reasonably nor personally speak to the specific reasons for the delay in the process. However, the attached supporting documentation shows the correspondence between Richland County Utilities, the South Carolina Department of Health and Environment Control (SCDHEC), and the City of Columbia Engineer. Also included is an intergovernmental service agreement (IGA) for Richland County to construct and transfer the lines once tested and accepted by the City. Richland County Utilities does not have any customers in this area. The City has been maintaining the assets, and the County is not involved at this time.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

This meets strategic plan Goal 1 – Foster Good Governance

- Objective 1.5: Collaborate with other governments.

ATTACHMENTS:

1. Richland County Director Andy Metts's Letter
2. City of Columbia Engineer David Johnson's Letter
3. Department of Health and Environmental Control letter
4. Internal Governmental Agreement between Richland County and the City of Columbia
5. Deed Ordinance for Arthurtown/Little Camden/Taylor's Sanitary Sewer Lines
6. Deeds Transfer Document



**RICHLAND COUNTY
SOUTH CAROLINA**
Department of Public Works Administration & Engineering
400 POWELL ROAD
COLUMBIA, SOUTH CAROLINA 29203

Andy H. Metts
Director, Utilities & Services
(803) 735-7315

TDD#748-4999

June 2, 1995

Mr. Larry Ragsdale
Central Midlands District
Environmental Quality Control
S.C.D.H.E.C.
Post Office Box 156
State Park, South Carolina 29201

RE: **Arthurtown/Taylors/Little Camden
Sewer Project
DHEC Construction Permit - 19,794-DW**

Dear Mr. Ragsdale:

The sanitary sewer lines constructed as part of the referenced project have been inspected and approved by Richland County. Operation and maintenance of this system will be provided by the City of Columbia. Richland County will maintain ownership until such time as the necessary record drawings, forms and deeds are provided to and accepted by the City. This ownership transfer should be complete within sixty (60) days.

Please take the necessary action to issue the permit to operate.

If you should have any questions, please contact me at 735-7315.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy H. Metts", written over a horizontal line.

Andy H. Metts
Director, Utilities & Services

AHM/swd

cc: Carlos Cometto - Hussey, Gay Bell & DeYoung, Inc.
David A. Johnson - City of Columbia

SEARCHED

CITY COUNCIL MINUTES
MARCH 20, 1991
10:00 A.M.

IX. INTERGOVERNMENTAL SERVICE AGREEMENTS:

A. Romain-Meech-Burbank Sewer Assessment District

B. East Bluff Sewer Assessment District

C. Arthurtown Sewer Assessment District

Upon motion by Mr. Cromartie, seconded by Mr. Papadea, Council voted unanimously to approve these agreements with Richland County for transportation and treatment of wastewater.

SUBDIVISION STATUS SHEET
CONSTRUCTION

INSPECTOR: DRAWHORN
 DATE : 09/21/89
 CITY FILE: 180-16 R-3 FINAL PLAT: / /
 PROJECT : ARTHURTOWN/LITTLE CAMDEN SEWER EXTN.
 ENGINEER : STEVE C. WOHLFEIL, PE., PRIME ASSOC., INC.
 DEVELOPER: RICHLAND CO., PO BOX 192, COLA 29202
 LOCATION : BLUFF RD AREA

NO. METERS: 0
 COM/RES :
 CITY LIM.: N
 CO: RICH

WATER PLAN:	/ /	WATER APP :	/ /	OFFSITE EASEMENT REQ'D	
SEWER PLAN:	12/07/94	SEWER APP :	12/13/94	EASE REC'D:	/ /
DRAIN PLAN:	/ /	DRAIN APP :	/ /	INSURANCE REQ'D:	Y
STREET PLAN:	/ /	STREET APP :	/ /		
LAB TEST:	/ /	DECLARATION OF COVENANT		COURTHOUSE RESEARCH	
PRESSURE:	/ /	REQ'D Y REC'D	/ /	SENT / /	REC'D / /
✓FORM 2 : Y	/ /	DEED WATER:	/ /	DEED REC'D:	/ /
✓FORM 3 : Y	/ /	DEED SEWER: Y	/ /	DEED REC'D:	/ /
QUANTITY: Y	/ /	DEED DRAIN:	/ /	DEED REC'D:	/ /
AS BUILT: Y	/ /	DEED STREET:	/ /	DEED REC'D:	/ /
ASBUILT AP: Y	/ /	PKG TO FD:	/ /	MORTGAGE :	/ /
PKG TO IN: Y	/ /	INFIL CERT Y	05/26/95	O&M LETTER:	/ /
C.E. FORM 2Y	/ /	DRAIN CERT	/ /	DHEC PTO :	/ /

COMMENTS PAGE 1:

08-02-90 CONST PLANS APPROVED (PLANS REC'D 06-11-90)
 05-31-91 REC'D REV CONST PLANS (R-1) 06-05-91 CONST PLANS APPROVED (R-1)
 06-21-91 REC'D REV CONST PLAN (R-1)
 06-21-91 REC'D REV CONST PLANS (R-2)
 06-28-91 CONST PLANS APPROVED (R-2)
 07-15-91 DHEC CONST PERMIT 17184 DW
 06-09-93 APPROVAL EXTENDED FOR 2 YEARS (06-28 & 06-05-91 LTR REMAIN EFFECT
 12-07-94 REC'D REV CONST PLANS (R-3) 12-13-94 CONST PLANS (R-3) APPROVED
 05-31-95 PER LARRY RAGSDALE AND DAVID JOHNSON: CITY TO ACCEPT OPERATION AND
 MAINTENANCE AND RICHLAND COUNTY TO MAINTAIN OWNERSHIP UNTIL RECORD
 DRAWINGS ARE COMPLETE
 * FAXED O&M LETTER TO DHEC
 06-07-95 REC'D COPY OF LETTER CONTAINING AS-BUILT CERTIFICATION, SENT TO DHEC
 FROM HUSSEY, GAY, ... INFILTRATION CERTIFICATION ALSO INCLUDED
 06-08-95 REC'D DHEC LETTER ISSUING TEMPORARY APPROVAL FOR OPERATION, PACKAGE
 FOR PTO MUST BE TO DHEC BY 08-05-95
 06-09-95 REC'D LETTER FROM RICH CO TO DHEC: FINAL PKG TO BE SUBMITTED 60 DAYS
 08-17-95 LTR FORM DHEC: 30 DAY EXTENTION OF TEMP APPROVAL (SEPT 16)
 08-01-95 REC'D COPY OF THE RECORD DRAWINGS * DISAPPROVED * CALLED ENG 08-04
 08-28-95 REC'D RECORD DRAWINGS * DISAPPROVED * MINOR CORRECTIONS ON THE PLANS
 FAXED A LIST OF UNACCEPTABLE SLOPES TO CARLOS, MUST COMPLY W/ REGS
 09-06-95 REC'D REV RECORD DRAWINGS AND LETTER FROM CARLOS RE SLOPES, APPROVED
 PER DAVID JOHNSON
 09-07-95 FAXED ANDY METTS FORM 2 AND 3 (735-7033)

SCANNED

May 31, 1995

Re: Arthur Town/Little Camden
Sewer Extension; Hussey, Gay,
Bell and DeYoung, Inc.; City
File #180-16

C
O
P
Y

Mr. Larry Ragsdale
Central Midlands District
Environmental Quality Control
SCDHEC
P.O. Box 156
State Park, SC 29201

Dear Mr. Ragsdale:

The sanitary sewer lines to serve Arthur Town/Little Camden, DHEC Construction Permit #17184-DW have been constructed and are accepted for operation and maintenance by the City. This sanitary sewer system will be accepted for ownership once the necessary record drawings, forms and deeds have been received.

Should you have any further questions regarding the above, please feel free to contact me at 733-8232.

Yours very truly,



David A. Johnson, P.E.
City Engineer

SL:gg W-D-49

CC: Mr. Greg Patterson, Wastewater Maintenance Superintendent
Mr. Bob Dennis, Richland County
Mr. Carlos Cometto, Hussey, Gay, Bell and DeYoung, Inc.

BCC: SL

SCANNED

June 2, 1995

Re: Arthur Town/Little Camden
Sewer Extension; Hussey, Gay,
Bell and DeYoung, Inc.; City
File #180-16

C
O
P
Y

Mr. Larry Ragsdale
Central Midlands District
Environmental Quality Control
SCDHEC
P.O. Box 156
State Park, SC 29201

Dear Mr. Ragsdale:

The sanitary sewer lines to serve Arthur Town/Little Camden, DHEC Construction Permit #17184-DW and #19794-DW have been constructed and are accepted for operation and maintenance by the City. This sanitary sewer system will be accepted for ownership once the necessary record drawings, forms and deeds have been received.

Should you have any further questions regarding the above, please feel free to contact me at 733-8232.

Yours very truly,



David A. Johnson, P.E.
City Engineer

SL:gg W-D-49

CC: Mr. Greg Patterson, Wastewater Maintenance Superintendent
Mr. Bob Dennis, Richland County
Mr. Carlos Cometto, Hussey, Gay, Bell and DeYoung, Inc.

BCC: SL



Commissioner: Douglas E. Bryant
 Board: John H. Burris, Chairman
 Sandra J. Motlander, Secretary
 Promoting Health, Protecting the Environment

Richard E. Jabbour, DDE
 William M. Hall, Jr., MD
 Roger Lamb, Jr.

August 17, 1995

Mr. Carlos Cometto, P.E.
 Hussey, Gay, Bell & DeYoung
 P.O. Box 7967
 Columbia, SC 29202

Re: Arthurtown Sewer System
 Permit #17,184-DW
 Permit #19,794-DW
 Richland County

Dear Mr. Cometto:

This letter is a follow up to your letter dated August 4, 1995, concerning the above referenced project. Your request for a thirty (30) day extension of the Temporary Permit to Operate dated June 5, 1995, is approved.

Note that this is a temporary approval and should not be considered as a Permit To Operate. It is required that the package for a Permit To Operate for this project be submitted to this office within 30 days. At that time a final inspection may be scheduled.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

Brent A. Richardson
 Brent A. Richardson
 Environmental Engineer Associate
 Central Midlands District EQC

cc: Jack Pettit, Bureau of Water Supply
 Wayne Stokes, Domestic Wastewater Division
 Terry Brown, Richland County Planning & Management
 Richland County Health Department
 Phillip Lee, Richland County Building Inspector
 David Johnson, City of Columbia Engineering
 Roger Scott, Palmetto Health District
 Andy Metts, Richland County Department of Public Works

COPIED

Environmental Quality Control, Central Midlands District
 PO Box 156, State Park, SC 29147 (Phone 935-7015)



Commissioner: Douglas E. Bryant

Board: Richard E. Jabbour, DDS, Chairman
Robert J. Singling, Jr., Vice Chairman
Sandra J. Molander, Secretary

Promoting Health, Protecting the Environment

John H. Burris
William M. Hull, Jr., MD
Roger Leeks, Jr.
Burnet R. Maybank, III

June 5, 1995

Mr. Carlos Cometto, P.E.
Hussey, Gay, Bell & DeYoung
P. O. Box 7967
Columbia, South Carolina 29202

Re: **Arthurstown Sewer System**
Permit #17,184-DW
Permit #19,794-DW
Richland County

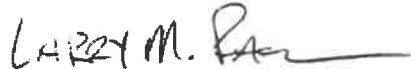
Dear Mr. Cometto:

This letter is a follow up to your letter of June 2, 1995, concerning the above referenced project. Your request to place the sewer system into operation is approved. This approval is based on the City of Columbia's letter of acceptance dated June 2, 1995 and Richland County Public Works Department's letter of ownership dated June 2, 1995.

Note that this is a temporary approval and should not be considered as a Permit To Operate. It is required that the package for a Permit To Operate for this project be submitted to this office within 60 days. This package shall include a letter from the City of Columbia accepting ownership of the system. At that time a final inspection may be scheduled.

If you have any questions, please contact me at your earliest convenience.

Sincerely,



Larry M. Ragsdale
Central Midlands District EQC

cc: Jack Pettit, Bureau of Water Supply
Wayne Stokes, Domestic Wastewater Division
Terry Brown, Richland County Planning & Management
Richland County Health Department
Phillip Lee, Richland County Building Inspector
✓ David Johnson, City of Columbia
Andy Metts, Tichland County DPW
Roger Scott, Palmetto Health District

SCANNED

Environmental Quality Control, Central Midlands District
PO Box 156, State Park, SC 29147 (Phone 935-7015)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) INTERGOVERNMENTAL SERVICE AGREEMENT
) FOR TRANSPORTATION AND TREATMENT OF
) WASTEWATER (ARTHURTOWN SEWER
) ASSESSMENT DISTRICT)

This Contract is entered into this ___ day of December, 1990, by and between Richland County, South Carolina (hereinafter referred to as the "County"), and the City of Columbia, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County intends to design and construct a sewer collection system, including sewer lateral collection lines, a pumping station and force main (collectively, the "Project"), to service the Arthurtown Sewer Assessment District (the "District"), which Project is to be funded in part through grants and loans from the State of South Carolina (the "State"); and

WHEREAS, the County has determined that it may be necessary to complete the funding of the Project through the issuance of its general obligation bonds (the "Bonds"), the principal and interest of which would be paid by capital sewer service charges assessed against all properties located in the District; and

WHEREAS, the capital sewer service charges, if assessed, shall be based upon the amount required to pay the principal and interest due on the Bonds and to repay any loans from the State and shall be determined by front-foot assessment; and

WHEREAS, in the event the Project is partially funded with the proceeds of the Bonds or loans from the State and repaid through the collection of an annual assessment, the County shall retain ownership of the sewer collection system within the District until such debt is retired; and

WHEREAS, the only practical means for obtaining treatment of the wastewater from the District is through an existing sewer system owned and operated by the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The County shall design and construct the Project to service the District in compliance with all City standards applicable to sanitary sewer design and construction. Plans shall be submitted to and approved by the City Engineer prior to construction, and the City will be afforded the opportunity to inspect the Project as the City Engineer may deem appropriate during construction. The Project shall be constructed within easements acquired by the County and approved by the City Engineer.

SCANNED

2. The City shall, upon completion of the Project in compliance with City standards as provided above, accept wastewater at its sewer interceptors nearest the District and transport it to a City wastewater treatment facility for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control.
3. Each property owner within the District connecting to the sewer collection system shall be required to purchase a sewer tap directly from the City at the prevailing rate for sewer customers in the unincorporated portion of the County and shall be required to pay any applicable sewer plant expansion fee as may be provided by City ordinance.
4. The City shall permit sewer tap and sewer plant expansion fees to be paid by equal monthly installments for a period of ___ months immediately following connection to the sewer collection system. If a sewer customer within the District elects to pay these fees using this deferred installment method, interest shall be charged as may be established by City ordinance.
5. The monthly sewer service charge to customers of the sewer collection system within the District shall be the same as for other customers in the unincorporated areas of the County.
6. The County shall collect an annual fee based upon the front-foot assessment in a sufficient amount to retire the Bonds and any loans from the State.
7. Upon retirement of the Bonds and repayment of any loans used to construct the Project, the County shall deed the total sewer collection system established within the District to the City.
8. The City shall at all times operate, maintain and otherwise control the sewer collection system in the same manner as if it were the owner of the system. Except as may be specifically provided in this Contract, sewer customers of the sewer collection system within the District shall be subject to the same annexation policies, regulation and enforcement as all other City sewer customers in the unincorporated areas of the County and shall be required to pay the same sewer service charges, tap fees, and expansion fees as such other customers are required to pay. However, upon annexation of any parcel, the City shall assume responsibility for payment of any remaining indebtedness against the specific property for design and construction of the sewer collection system within the District. The City shall pay to the County the amounts of County sewer assessments charged to each parcel of property annexed at the

times due upon receipt of a statement from the County. The City, at its option, upon annexation of all parcels included in the District, may pay the full amount due in one payment.

WITNESS our hands and seals on the date shown above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Attest: _____

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Attest: _____

SCANNED

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL SERVICE AGREEMENT
) FOR TRANSPORTATION AND TREATMENT OF
COUNTY OF RICHLAND) WASTEWATER (ARTHURTOWN SEWER
) ASSESSMENT DISTRICT)

This Contract is entered into this ___ day of ^{March} ~~September~~, 1990, by and between Richland County, South Carolina (hereinafter referred to as the "County"), and the City of Columbia, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County intends to design and construct a sewer collection system, including sewer lateral collection lines, a pumping station and force main (collectively, the "Project"), to service the Arthurtown Sewer Assessment District (the "District"), which Project is to be funded in part through grants and loans from the State of South Carolina (the "State"); and

WHEREAS, the County has determined that it may be necessary to complete the funding of the Project through the issuance of its general obligation bonds (the "Bonds"), the principal and interest of which would be paid by capital sewer service charges assessed against all properties located in the District; and

WHEREAS, the capital sewer service charges, if assessed, shall be based upon the amount required to pay the principal and interest due on the Bonds and to repay any loans from the State and shall be determined by front-foot assessment; and

WHEREAS, in the event the Project is partially funded with the proceeds of the Bonds or loans from the State and repaid through the collection of an annual assessment, the County shall retain ownership of the sewer collection system within the District until such debt is retired; and

WHEREAS, the only practical means for obtaining treatment of the wastewater from the District is through an existing sewer system owned and operated by the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The County shall design and construct the Project to service the District in compliance with all City standards applicable to sanitary sewer design and construction. Plans shall be submitted to and approved by the City Engineer prior to construction, and the City will be afforded the opportunity to inspect the Project as the City Engineer may deem appropriate during construction. The Project shall be constructed within easements acquired by the County and approved by the City Engineer.

CITY OF COLUMBIA

2. The City shall, upon completion of the Project in compliance with City standards as provided above, accept wastewater at its sewer interceptors nearest the District and transport it to a City wastewater treatment facility for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control.
3. Each property owner within the District connecting to the sewer collection system shall be required to purchase a sewer tap directly from the City at the prevailing rate for sewer customers in the unincorporated portion of the County and shall be required to pay any applicable sewer plant expansion fee as may be provided by City ordinance.
4. The City shall permit sewer tap and sewer plant expansion fees to be paid by equal monthly installments for a period of up to 48 months immediately following connection to the sewer collection system. If a sewer customer within the District elects to pay these fees using this deferred installment method, interest shall be charged as may be established by City ordinance.
5. The monthly sewer service charge to customers of the sewer collection system within the District shall be the same as for other customers in the unincorporated areas of the County.
6. The County shall collect an annual fee based upon the front-foot assessment in a sufficient amount to retire the Bonds and any loans from the State.
7. Upon retirement of the Bonds and repayment of any loans used to construct the Project, the County shall deed the total sewer collection system established within the District to the City.
8. The City shall at all times operate, maintain and otherwise control the sewer collection system in the same manner as if it were the owner of the system. Except as may be specifically provided in this Contract, sewer customers of the sewer collection system within the District shall be subject to the same annexation policies, regulation and enforcement as all other City sewer customers in the unincorporated areas of the County and shall be required to pay the same sewer service charges, tap fees, and expansion fees as such other customers are required to pay.

~~_____~~
~~_____~~
~~_____~~

WITNESS our hands and seals on the date shown above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Attest: _____

CITY OF COLUMBIA, SOUTH CAROLINA

By: *Mike E. Hudley*

Attest: *Jenna Leake*

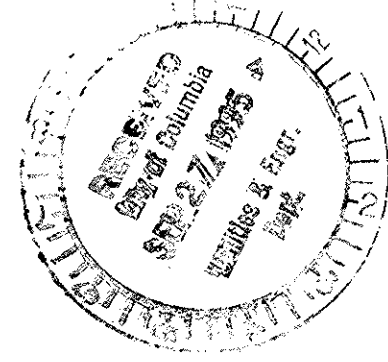
CIVIL

1981 18M

ASSEMBLY 10 110
S. G. 1981 18M 110

SCANNED

ARTHURTOWN/LITTLE CAMDEN/TAYLORS



SANITARY SEWER SYSTEM PHASE 1

SHEET NO.	TITLE
1 - 2	SEWER PLAN & PROFILE (OUT FALL)
3	SEWER PLAN & PROFILE (IN & NEER SUGAR HILL LANE)
4 & 5	SEWER PLAN & PROFILE (SUGAR HILL LANE)
6 & 7	SEWER PLAN & PROFILE (CHILDS STREET)
8	SEWER PROFILE MH-12 TO MH-27 (CHILDS STREET)
9	SEWER PLAN & PROFILE (RILEY STREET)
10	SEWER PROFILE MH-25 TO MH-37 (RILEY STREET)
11	SEWER PLAN & PROFILE (RILEY STREET)
12	SEWER PLAN & PROFILE (BARNES STREET)
13	SEWER PLAN (ZION AVENUE)
14	SEWER PROFILE MH-29 TO MH-50 (ZION AVENUE)
15	SEWER PLAN & PROFILE (FRAZIER STREET)
16	SEWER PLAN & PROFILE (BLUFF ROAD)
17	SEWER PLAN & PROFILE (BETWEEN ZION AVE., & BLUFF RD.)
18	SEWER PLAN & PROFILE (SIMMONS ST., ABBOTT RD., BLUFF RD.)
19	SEWER PLAN & PROFILE (ABBOTT ROAD)
20	SEWER PLAN & PROFILE (BARNES STREET)
22 & 23	SEWER PLAN & PROFILE (BLAIR ROAD)
24	SEWER PLAN & PROFILE (LOE LOUIS DRIVE)
25	SEWER PLAN & PROFILE (SHOP ROAD)
26	SEWER PLAN & PROFILE (EHRlich STREET)
27	SEWER PLAN & PROFILE (BLUFF ROAD)
28	SEWER PLAN & PROFILE (BATES STREET)
29	SEWER PLAN & PROFILE (TOLLIVER STREET)
30	SEWER PLAN & PROFILE (SHOP ROAD)
31	SEWER PLAN & PROFILE (SANDS STREET)
32	SEWER PLAN & PROFILE (WALCOTT STREET)
33	SEWER PLAN & PROFILE (ABBOTT ROAD)
34	SEWER PLAN & PROFILE (ANDREWS ROAD)
35	SEWER PLAN & PROFILE (FRAZIER STREET)
36	SEWER PLAN & PROFILE (FRAZIER STREET)
37 - 39	SEWER PLAN & PROFILE (ANDREWS ROAD)
40 & 41	SEWER PROFILE
DET	DETAILS

MEMBERS OF COUNTY COUNCIL FOR RICHLAND COUNTY

BERNICE G. SCOTT - CHAIRPERSON
NANCY M. SANDEL - VICE CHAIRPERSON
KIT SMITH
HARRIET GARDIN FIELDS
PAUL LIVINGSTON
GEORGE MICK

JOHN D. MONROE
IRENE LABORDE NEUFFER
EDDIE W. WEAVER
LEONE S. CASTLES
DAVID C. ELAM

- 1) REVISED CERTIFICATION
- 2) INFILTRATION CERTIFICATION

ACTING COUNTY ADMINISTRATOR

ROBERT G. MAUNEY

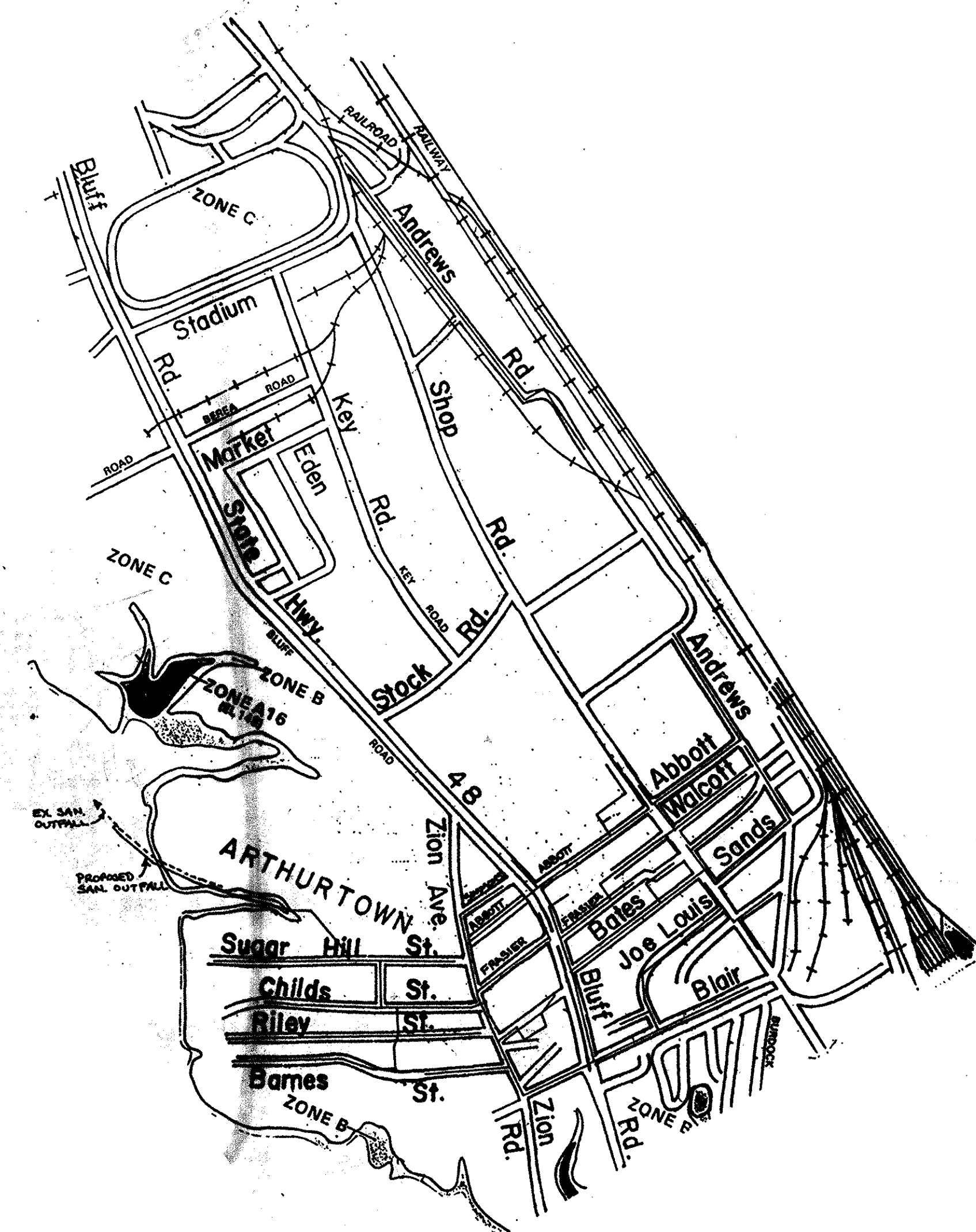
ASSISTANT COUNTY ADMINISTRATOR

GREGORY K. SAUNDERS

NOTE: SHEETS 19, 23 - 41
ARE NOT IN PHASE 1.

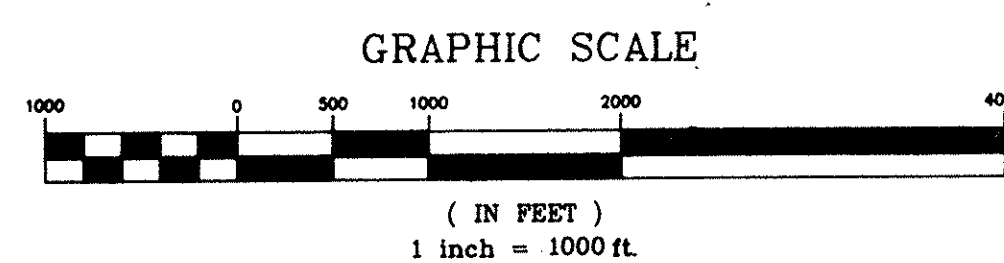
NOTE: THE FOLLOWING STREETS ARE MAINTAINED BY RICHLAND COUNTY FROM DITCH TO DITCH:
 ABBOT ROAD (3-273) RILEY STREET (3-279)
 ANDREWS ROAD (3-310/313) SUGAR HILL LANE (3-275)
 BARNES STREET (3-278) SUGAR HILL POINT (3-276)
 BATES STREET (3-271) TOLLIVER STREET (3-322)
 EHRlich STREET (3-331) WALCOTT STREET (3-321) (SW OF SHOP ROAD)
 FRAZIER STREET (3-274)

NOTE: ALL ELEVATIONS BASED ON MEAN SEA LEVEL DATUM



I HEREBY CERTIFY THAT THE SANITARY SEWER SYSTEM IN ARTHURTOWN/LITTLE CAMDEN/TAYLORS SUBDIVISIONS AS SHOWN HEREON HAS BEEN INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS DATED MAY 22, 1991 APPROVED BY THE CITY OF COLUMBIA ENGINEERING DEPT, DATED DECEMBER 13, 1994.

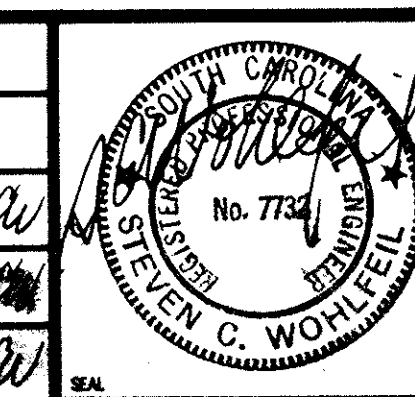
CARLOS E. COMETTO, P.E.



OWNER: RICHLAND COUNTY
P.O. BOX 192
COLUMBIA, S.C. 29202

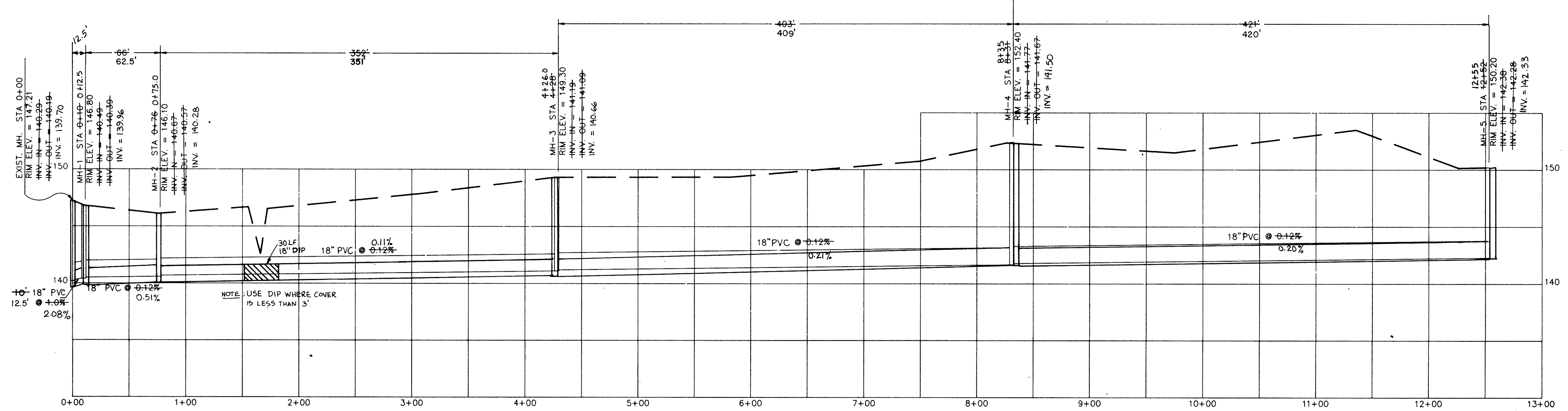
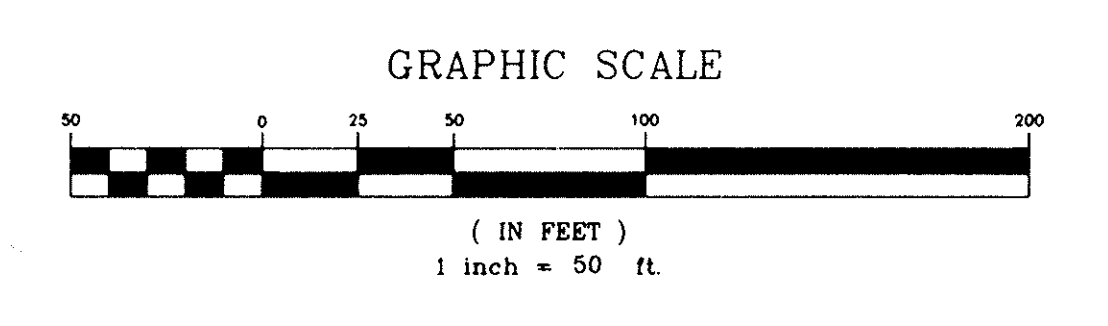
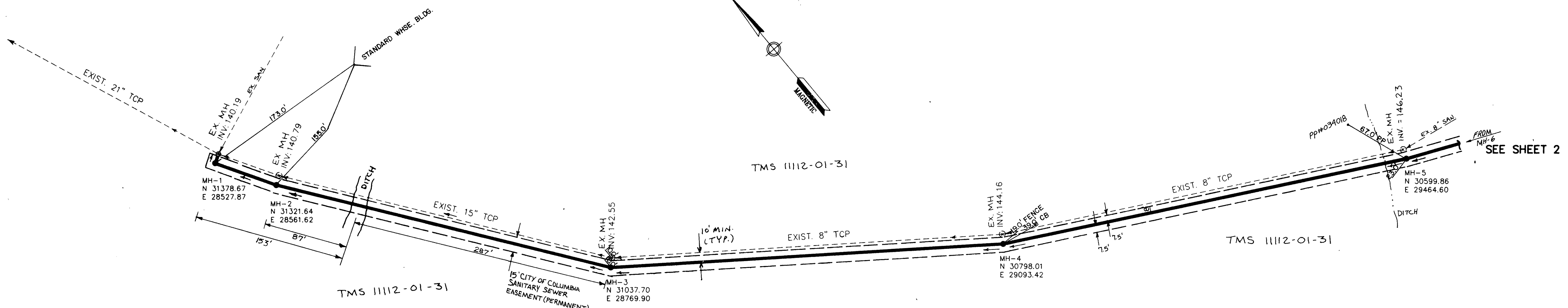
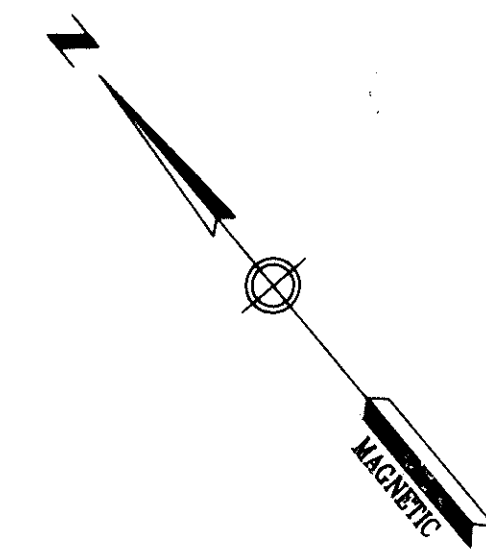
ENGINEER: PRIME ASSOCIATES
601 DEVINE ST.
COLUMBIA, S.C. 29201

REV.	DATE	BY	DESCRIPTION	APP.
1	5/15/95	T.C.W.	RECORD DRAWING	
2	7/3/91	M.C.W.	ISSUED FOR BIDS	
1	5/24/91	M.C.W.	REVISED SHEET NUMBERS	
0	9/18/89	K.B.	ISSUED FOR APPROVAL	
REVISION				



RECORD DRAWING ARTHURTOWN SEWER SYSTEM	
COVER SHEET	
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA	K.B./CAD 9/18/89 AS SHOWN DATE SCALE DATE NO.

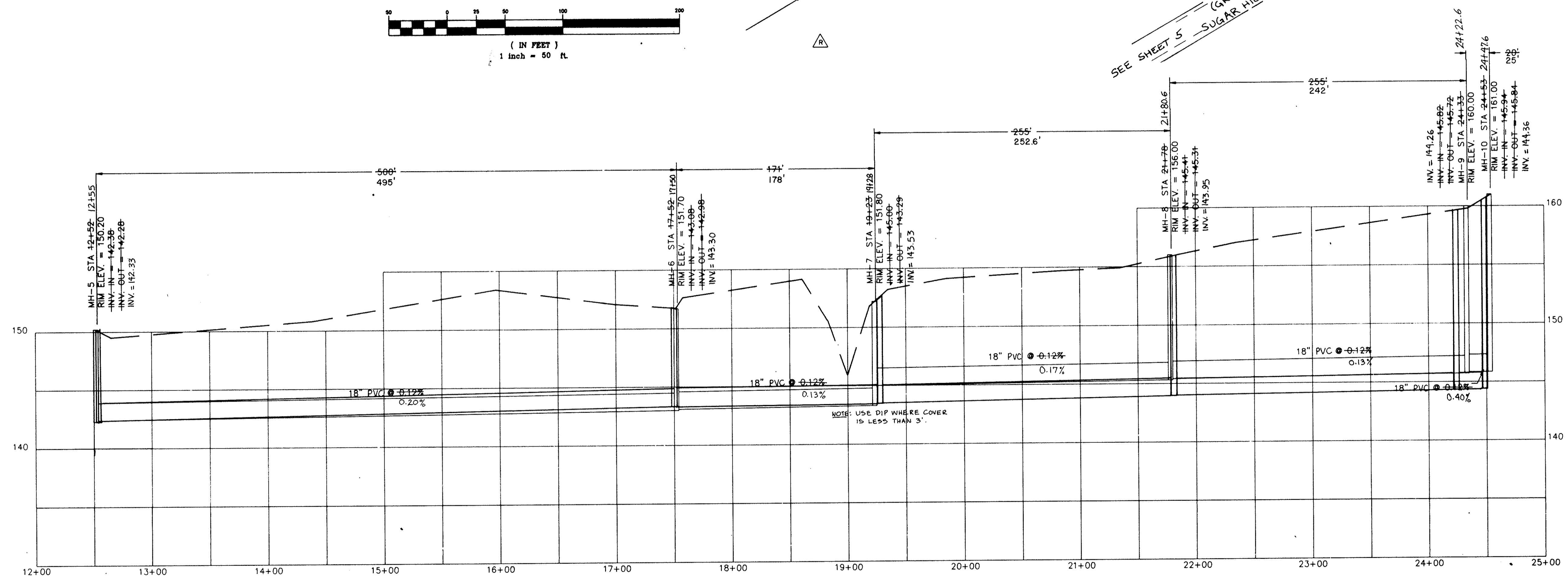
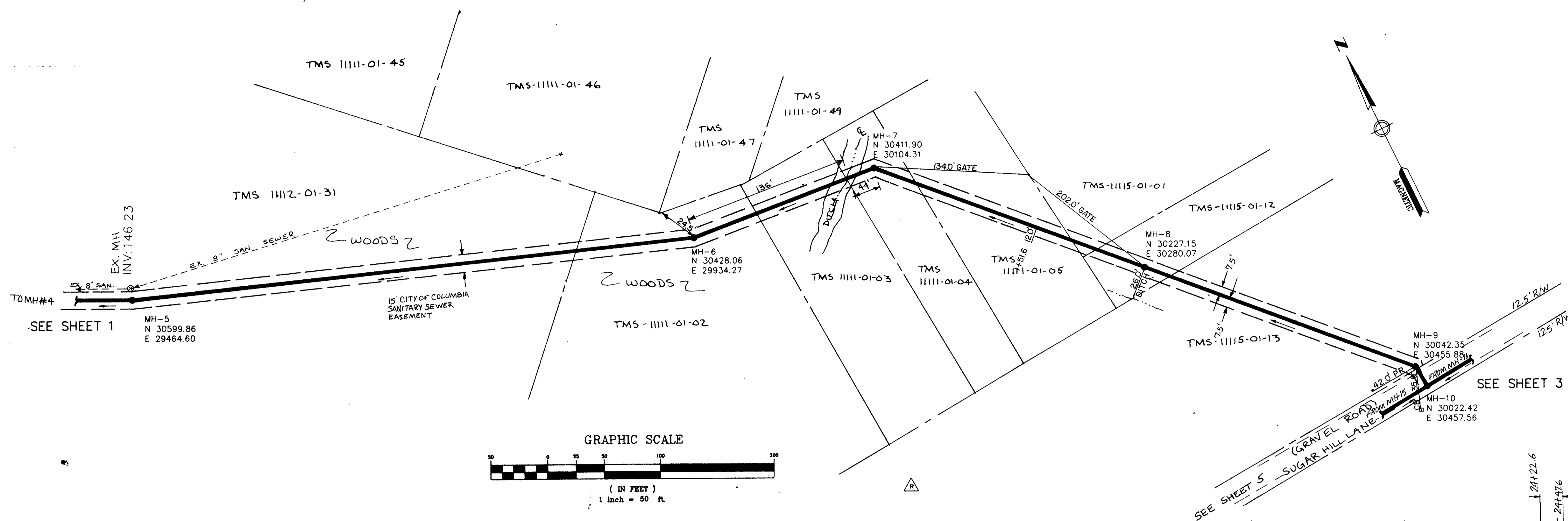
APPROVED



APPROVED

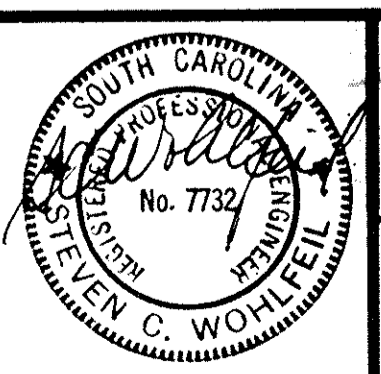
REVISION		DESCRIPTION	APP.
3	TCW	REVISED PER COMMENT	
2	TCW	RECORD DRAWING	
1	MCM	ISSUED FOR SHOPS	TCW
0	MCM	ISSUED FOR APPROVAL	TCW

		RECORD DRAWING ARTHURTOWN SEWER SYSTEM	
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA		MCM/CAD: <i>TCW</i> MCM/E.R.: <i>TCW</i> DATE: 5/22/91 DRAWN: <i>TCW</i> CHECK: <i>TCW</i> FILE: <i>TCW</i> NO. 88036-1 SHEET NO. 180-16	



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENT	
2	5/15/98	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS	SW
0	5/22/91	MCM/EJR	ISSUED FOR APPROVAL	SW

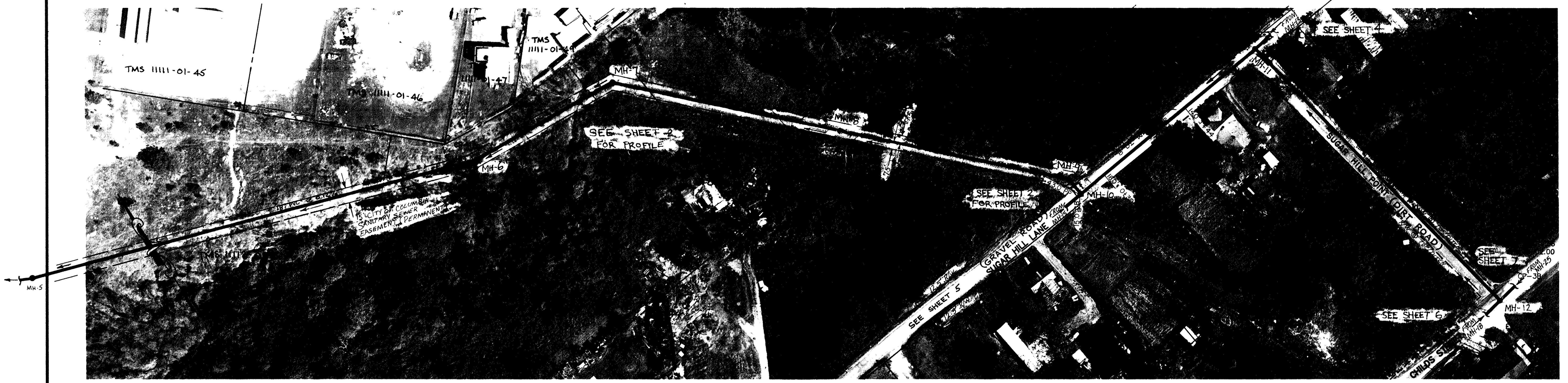


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

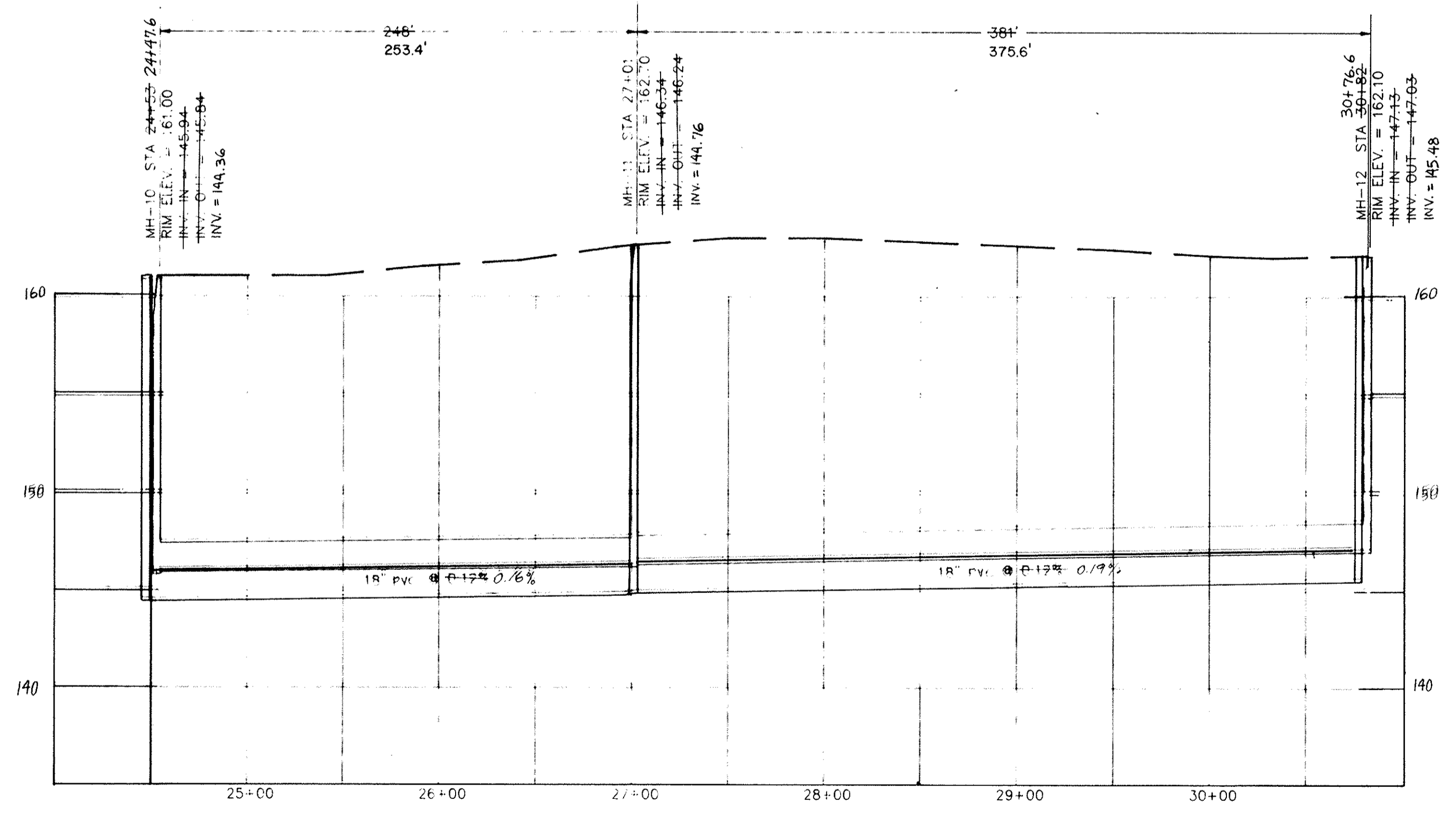
SEWER PLAN & PROFILE
 OUTFALL

prime associates, inc.
 engineers planners surveyors
 COLUMBIA SOUTH CAROLINA

MCM/CAD	MCM/EJR	SW	ATSEW
5/22/91	5/22/91	88036-2	
DATE	SCALE	DWG. NO.	REV. NO.

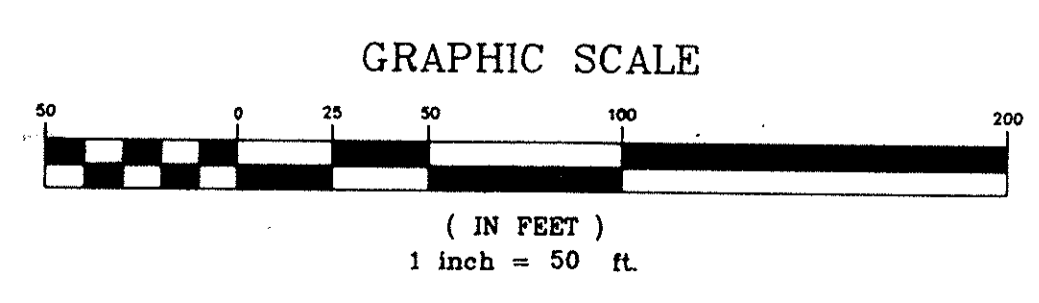


NOTE: LOTS SOUTH OF SUGAR HILL LN.
SEE TMS 11115-08

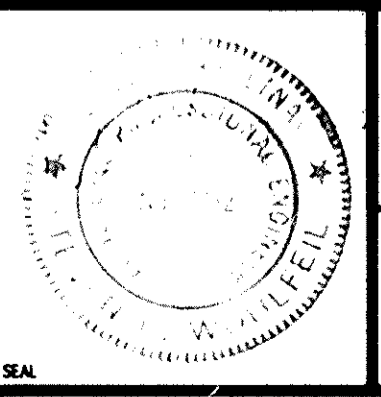


NEAR SUGAR HILL LANE AND SUGAR HILL POINT
MH-10 TO MH-12

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	sw
2	9/22/91	MCM	GENERAL REVISIONS	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	2/18/89	SEV	ISSUED FOR APPROVAL	



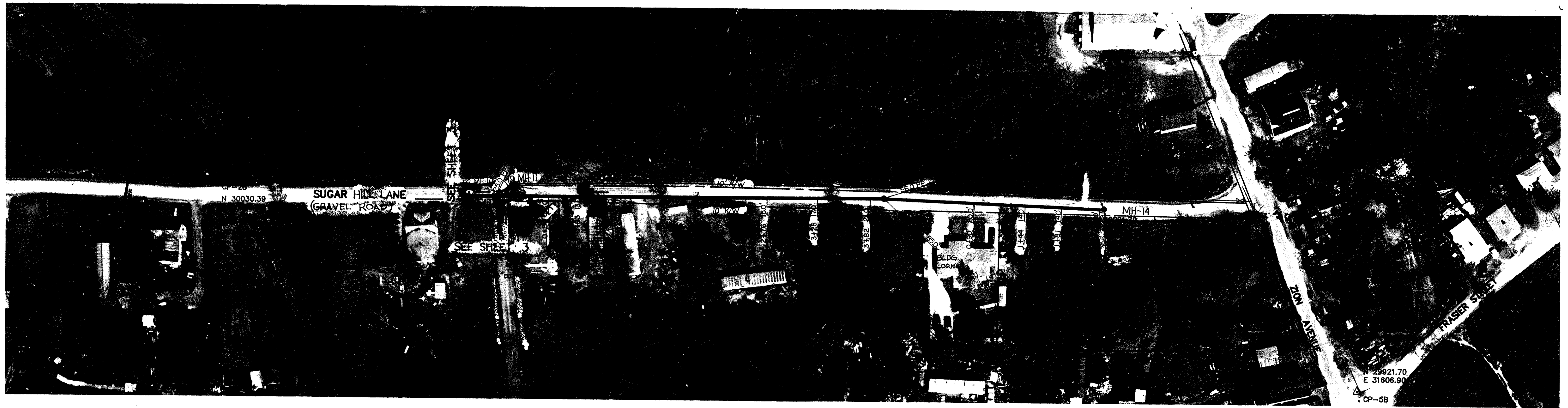
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
IN AND NEAR SUGAR HILL LANE

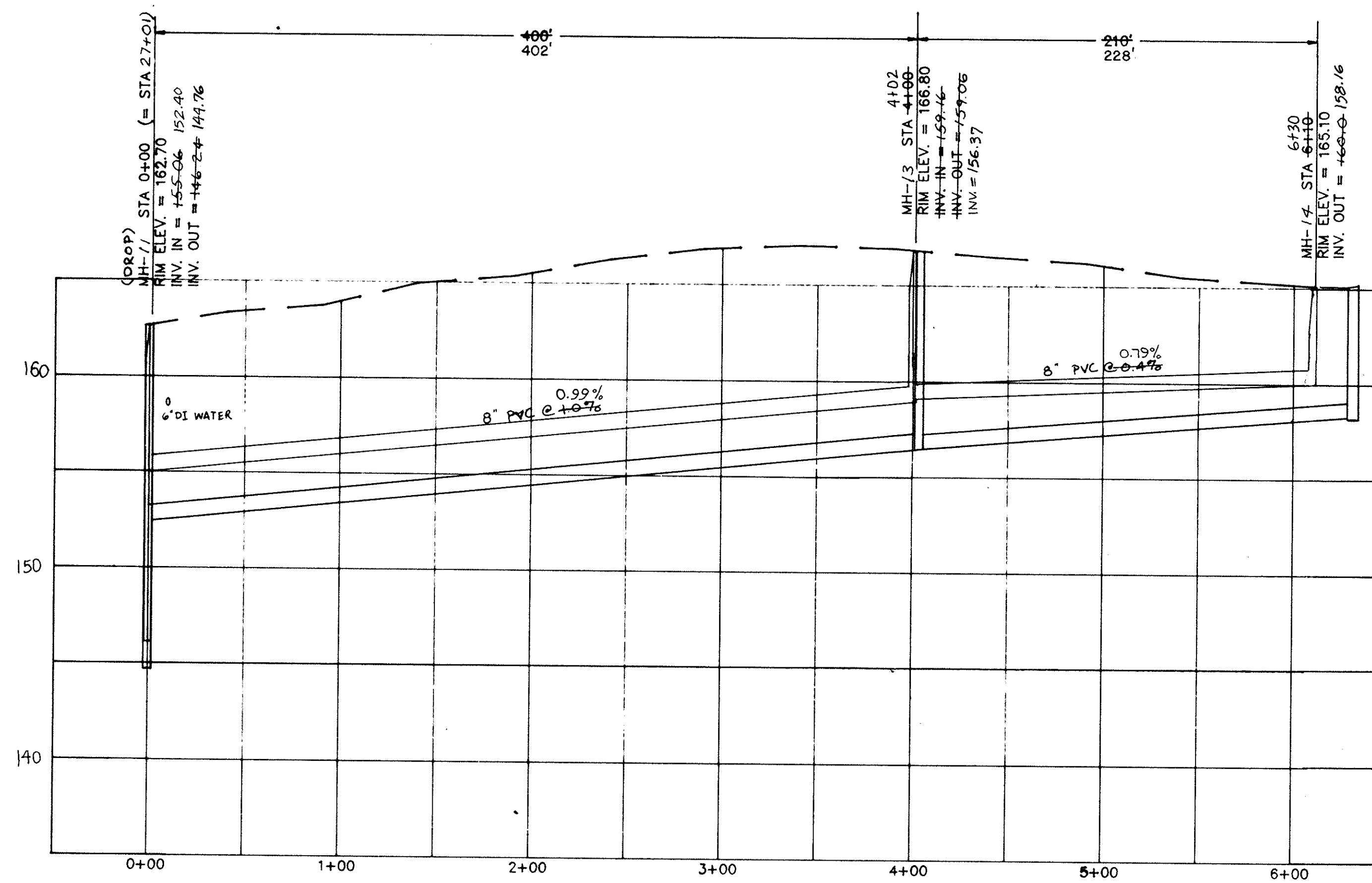


prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

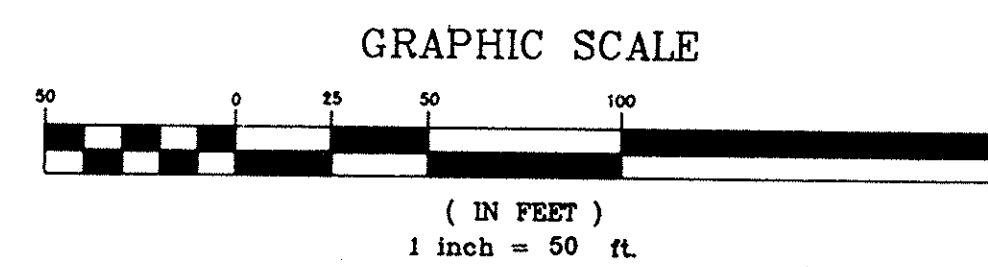
NO.	DATE	BY	DESCRIPTION
1	9/18/89	SEV	ISSUED FOR APPROVAL



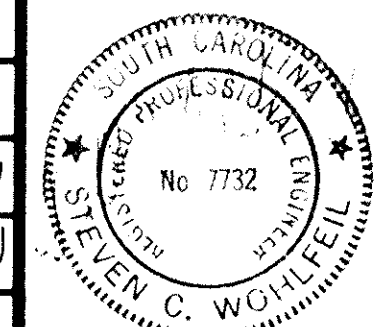
NOTE: ALL LOTS SEE TMS 11115-08
UNLESS OTHERWISE NOTED



SUGAR HILL LANE
MH-11 TO MH-14



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENT	
4	5/15/95	TCW	RECORD DRAWING	
3	7/9/91	MCM	ISSUED FOR BIDS	SAW
2	5/22/91	MCM	GENERAL REVISIONS	SAW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	9/19/89	SEV	ISSUED FOR APPROVAL	



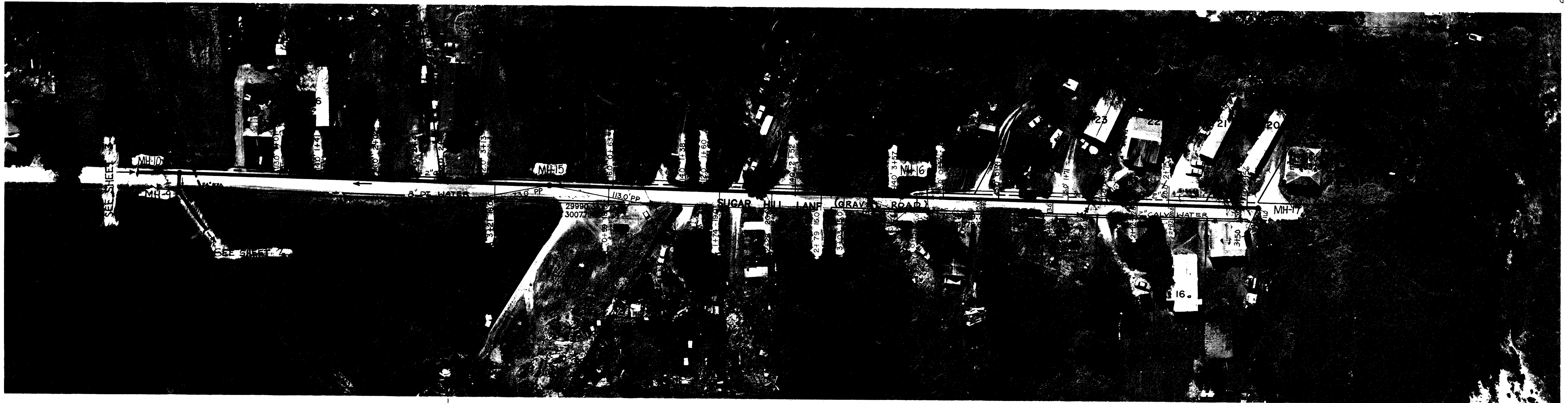
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
SUGAR HILL LANE

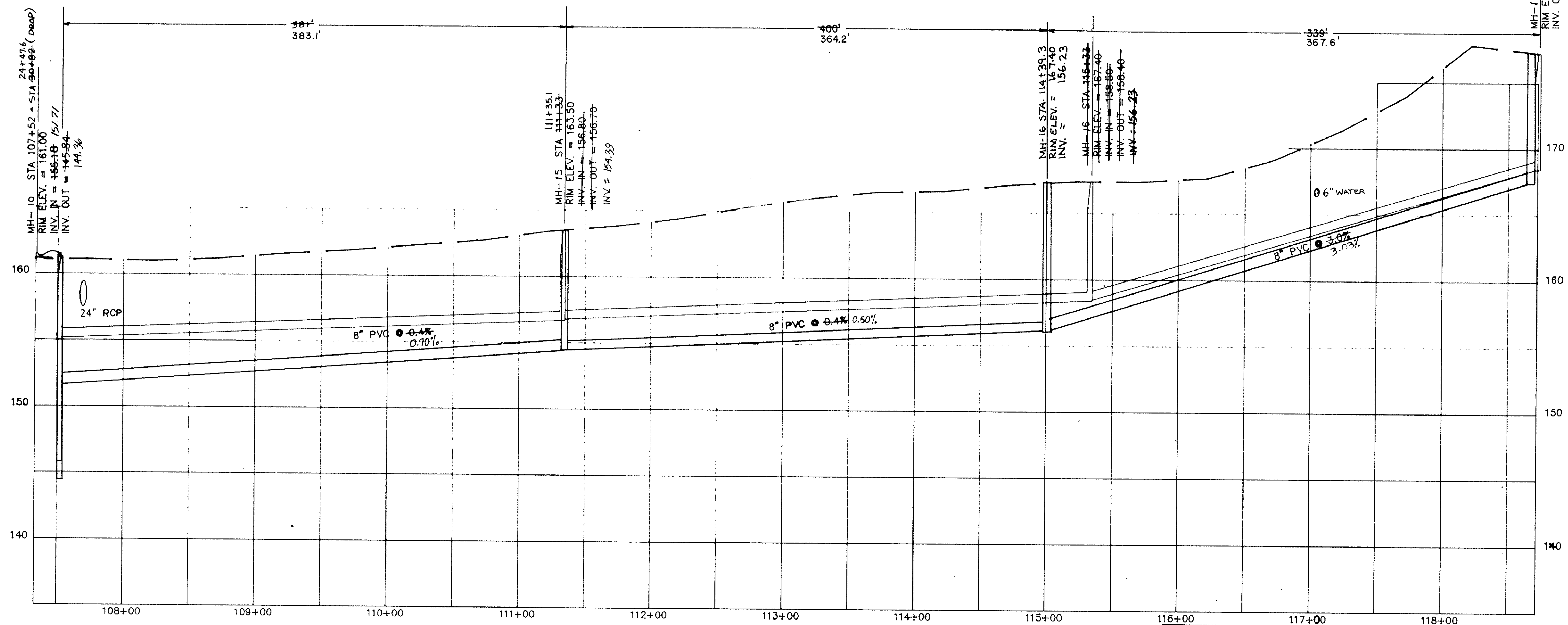
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCM/CAD	SEV/MCM	CHK	AT/SUB	DATE

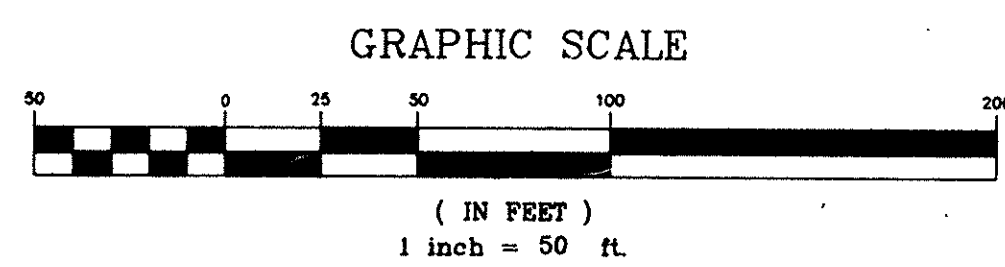
APPROVED



NOTE: LOTS EAST OF BREAK LINE SEE TMS 11115-06
 NOTE: LOTS WEST OF BREAK LINE SEE TMS 11111-01

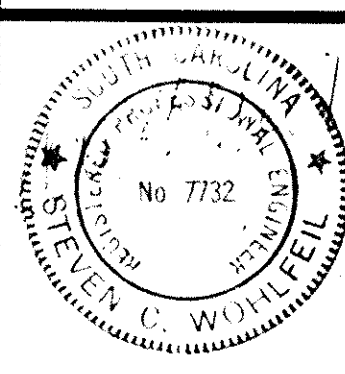


SUGAR HILL LANE
 MH-10 TO MH-17



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/5/91	MCM	ISSUED FOR BIDS	SLW
2	9/22/91	MCM	GENERAL REVISIONS	SLW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SLW
0	9/18/89	SEV	ISSUED FOR APPROVAL	

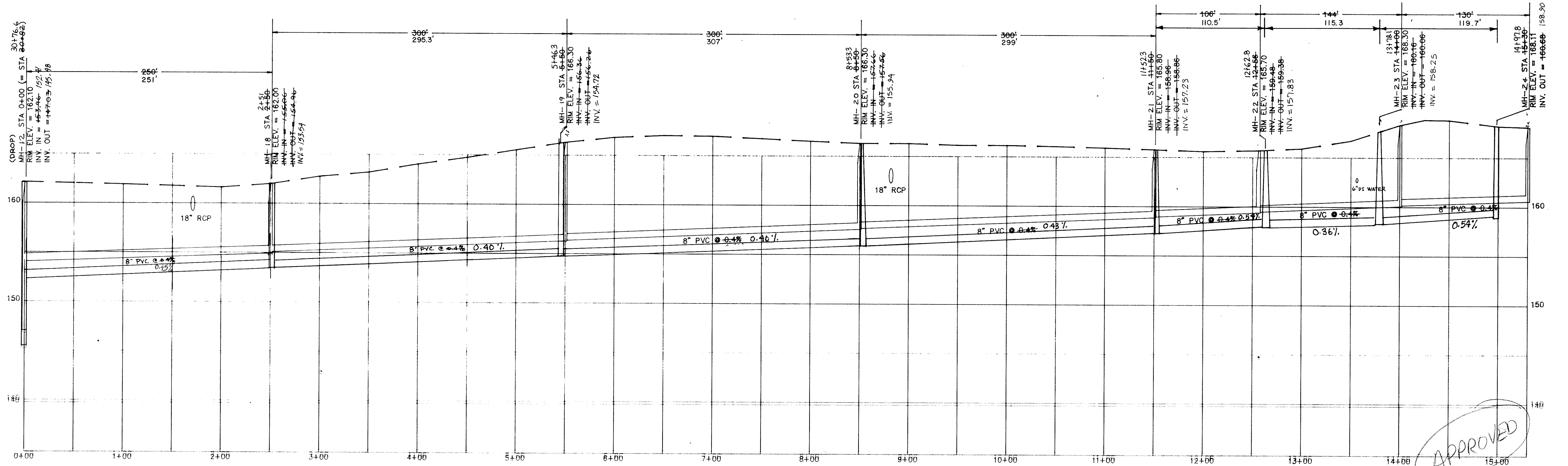
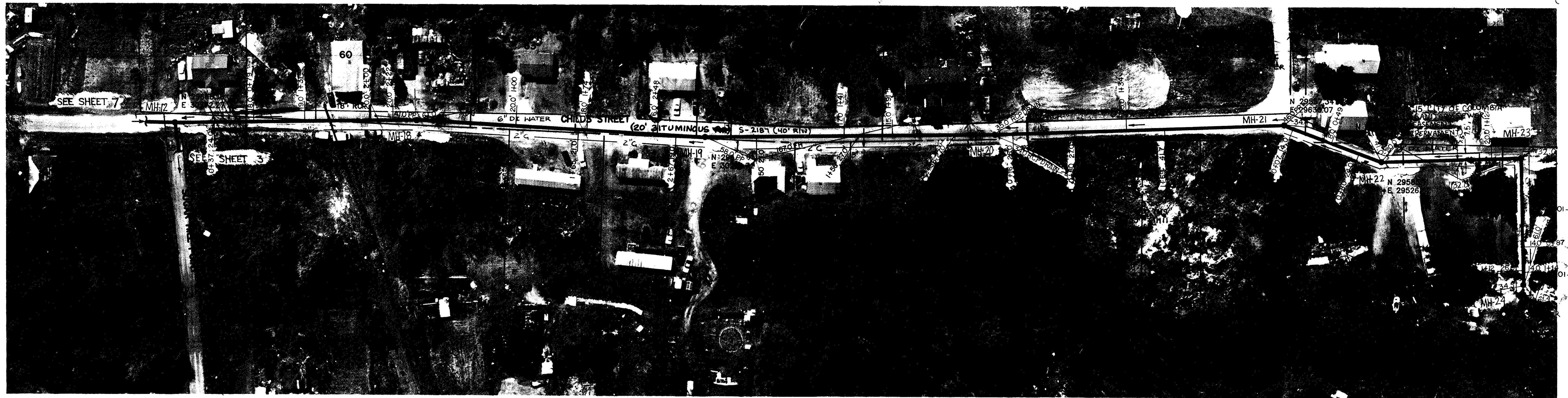


RECORD DRAWING
 ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
 SUGAR HILL LANE

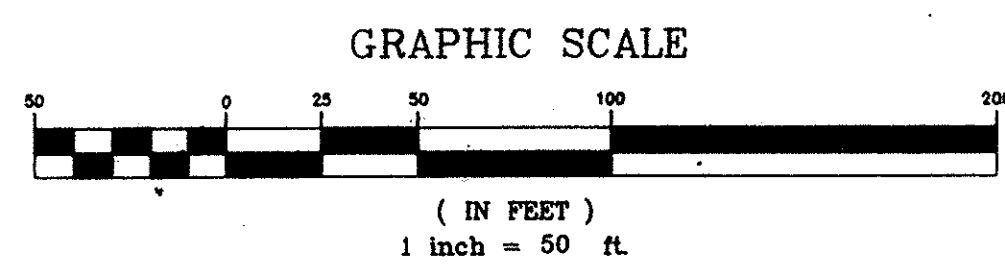
prime associates, inc.
 engineers planners surveyors
 COLUMBIA SOUTH CAROLINA

NOV/CAD	SEV/MCM	SLW	ATS/JO	REVISED
DATE	NOV 17-90	CHECK	FILE	NO
SCALE	88036-5	DATE	NOV 17-90	NO

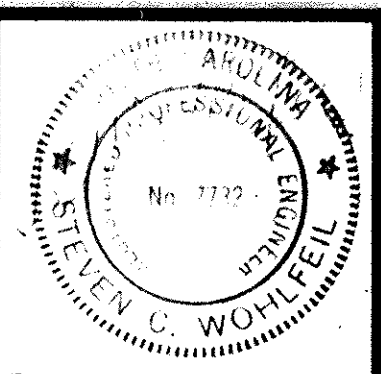


APPROVED

CHILD'S STREET
MH-12 TO MH-24



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SAW
2	5/22/91	MCM	GENERAL REVISIONS	SAW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	3/18/89	SEV	ISSUED FOR APPROVAL	

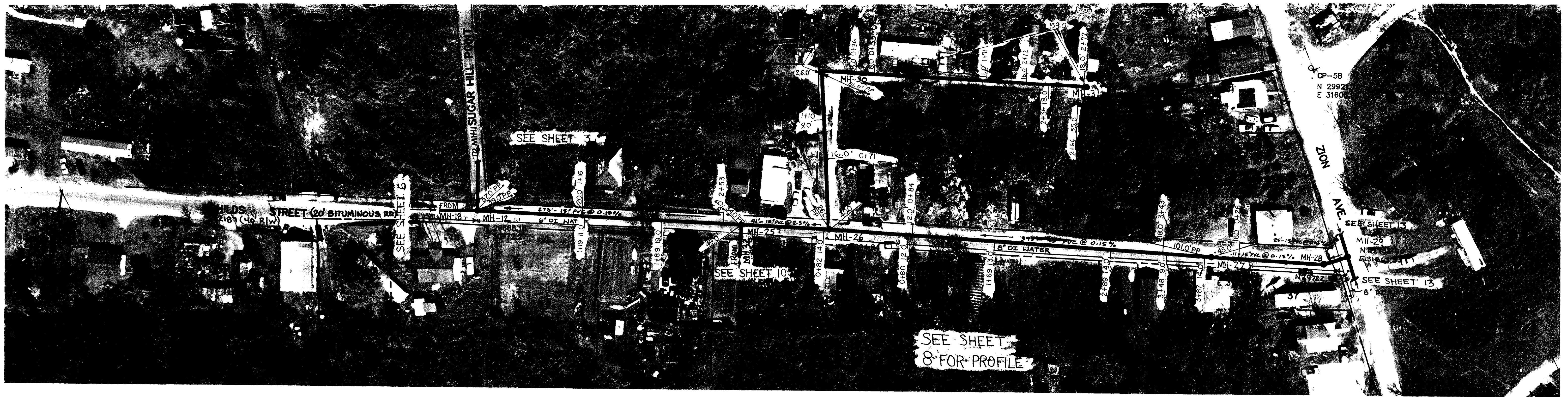


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

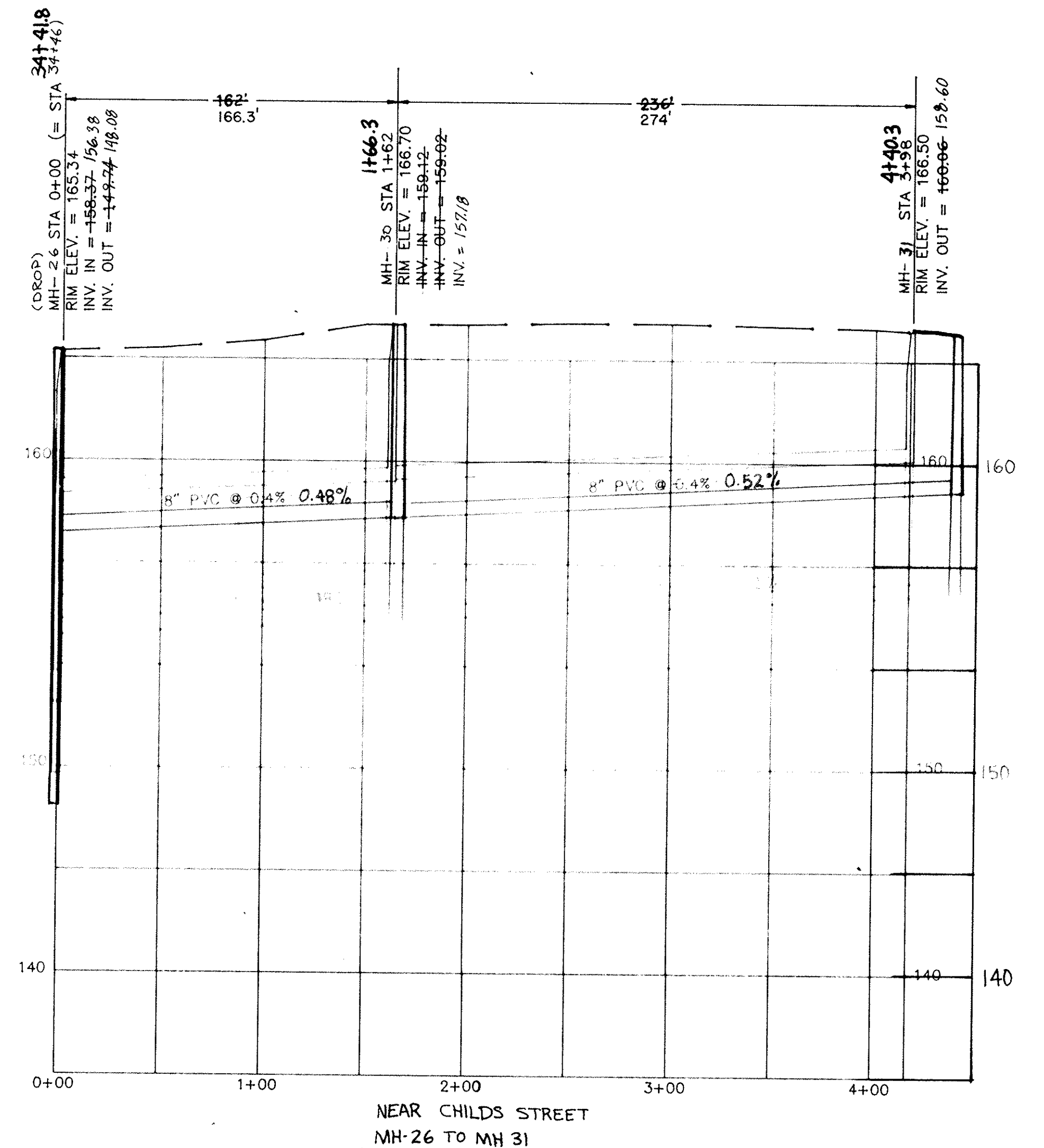
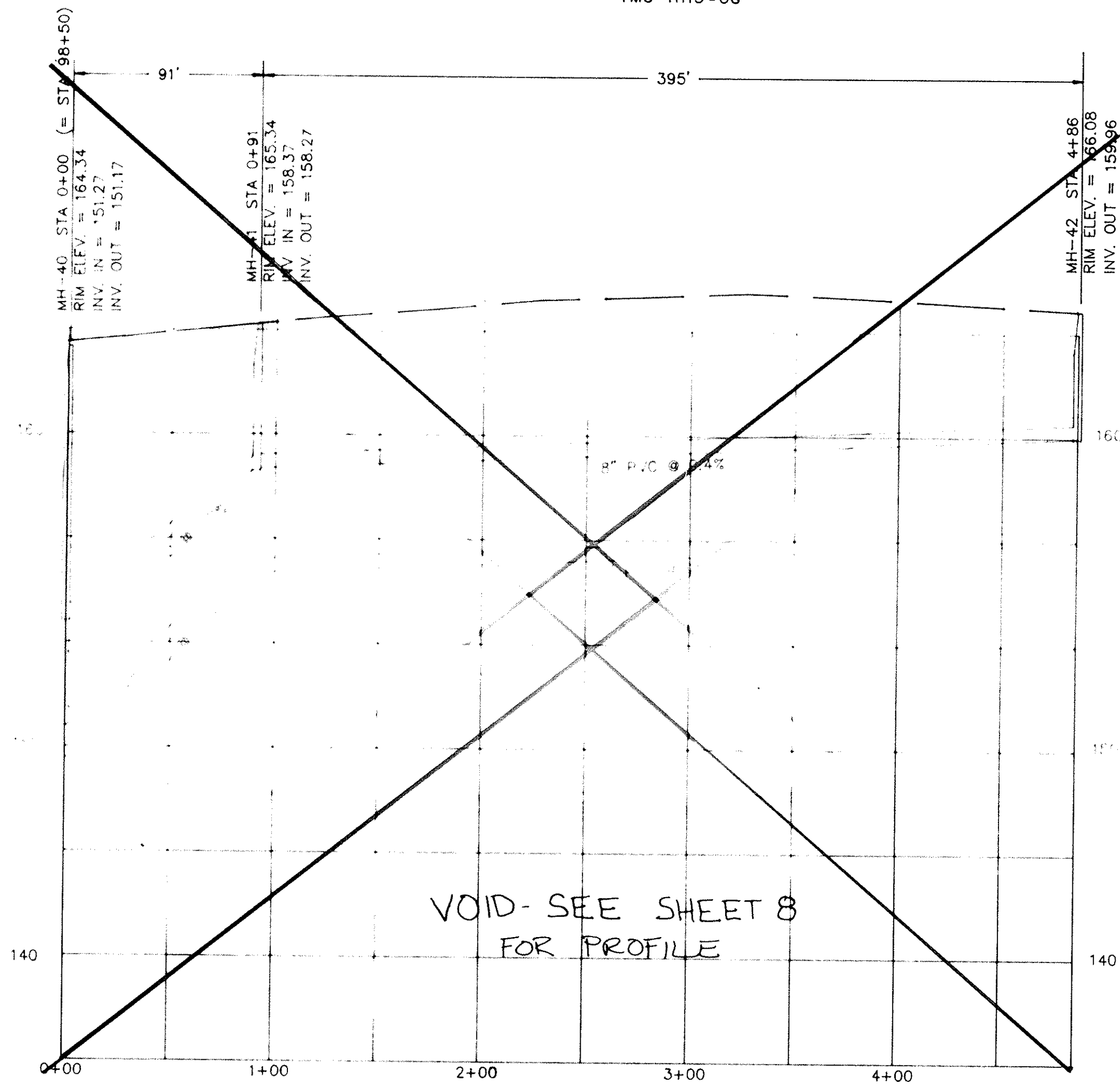
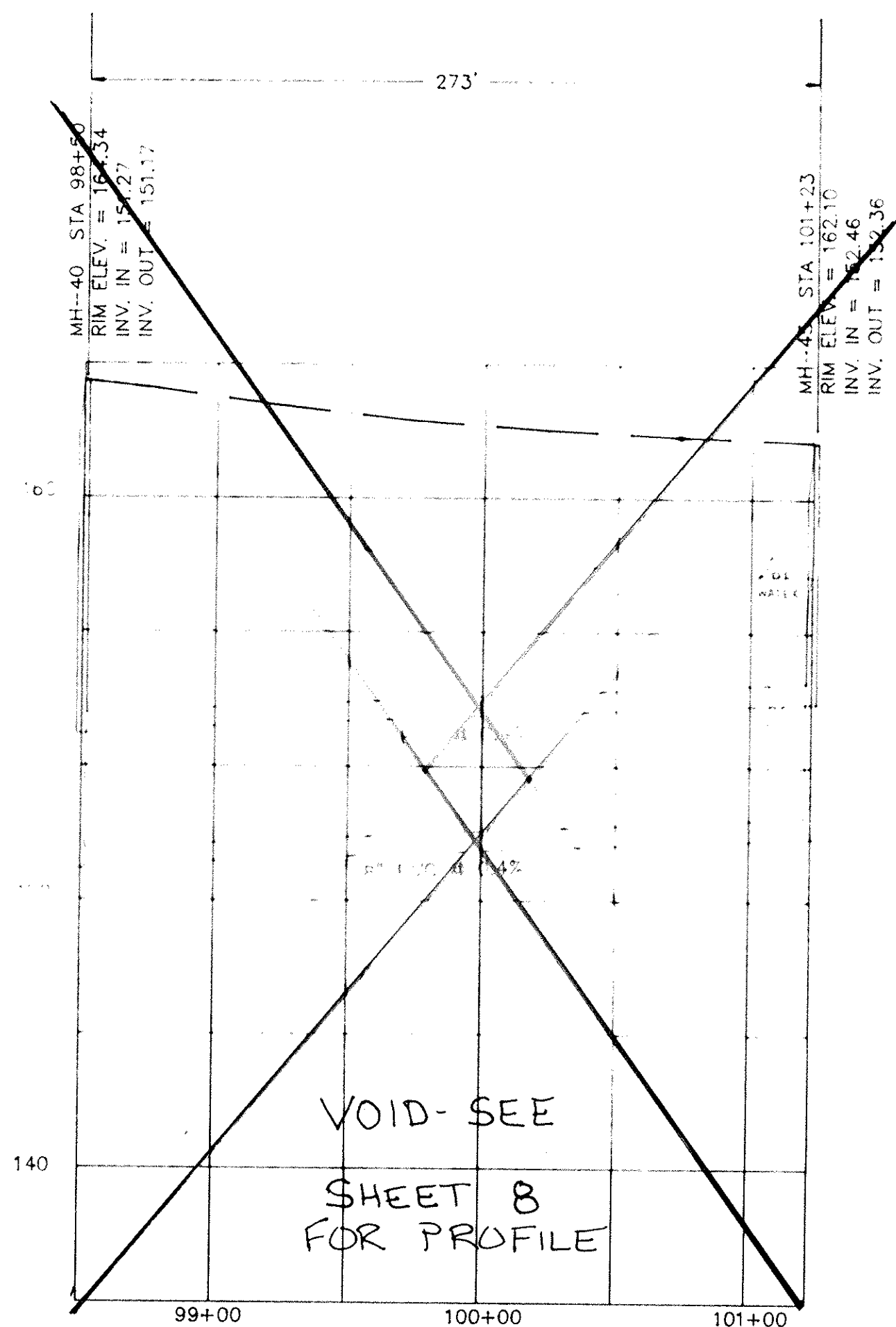
SEWER PLAN & PROFILE
CHILD'S STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NO.	DATE	BY	DESCRIPTION	APP.
MCM/CAD	9/16/91	SEV	SCALE	
SEV/MCM		SEV	SCALE	
DATE	9/16/91	SCALE	88036-G	

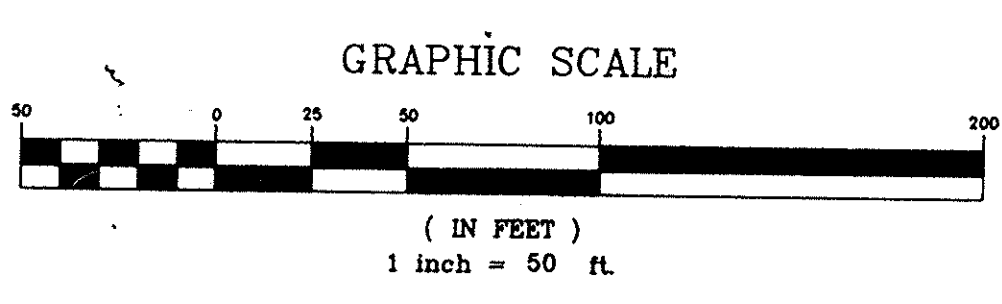


NOTE: ALL LOTS FOUND ON TMS 11115-08

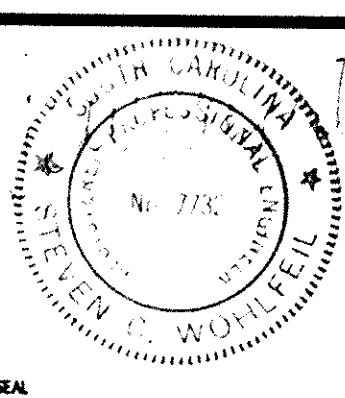


CHILDS STREET
MH 40 TO MH 46

CHILDS STREET
MH 40 TO MH 42



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/3/91	MCM	ISSUED FOR BIDS	SW
3	5/21/91	MCM	GENERAL REVISIONS	SW
2	3/19/91	MCM	REVISED TIE-IN AT MH-41 (2.6)	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	9/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
CHILDS STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCM/CAO
DESIGN
9/10/89
DATE

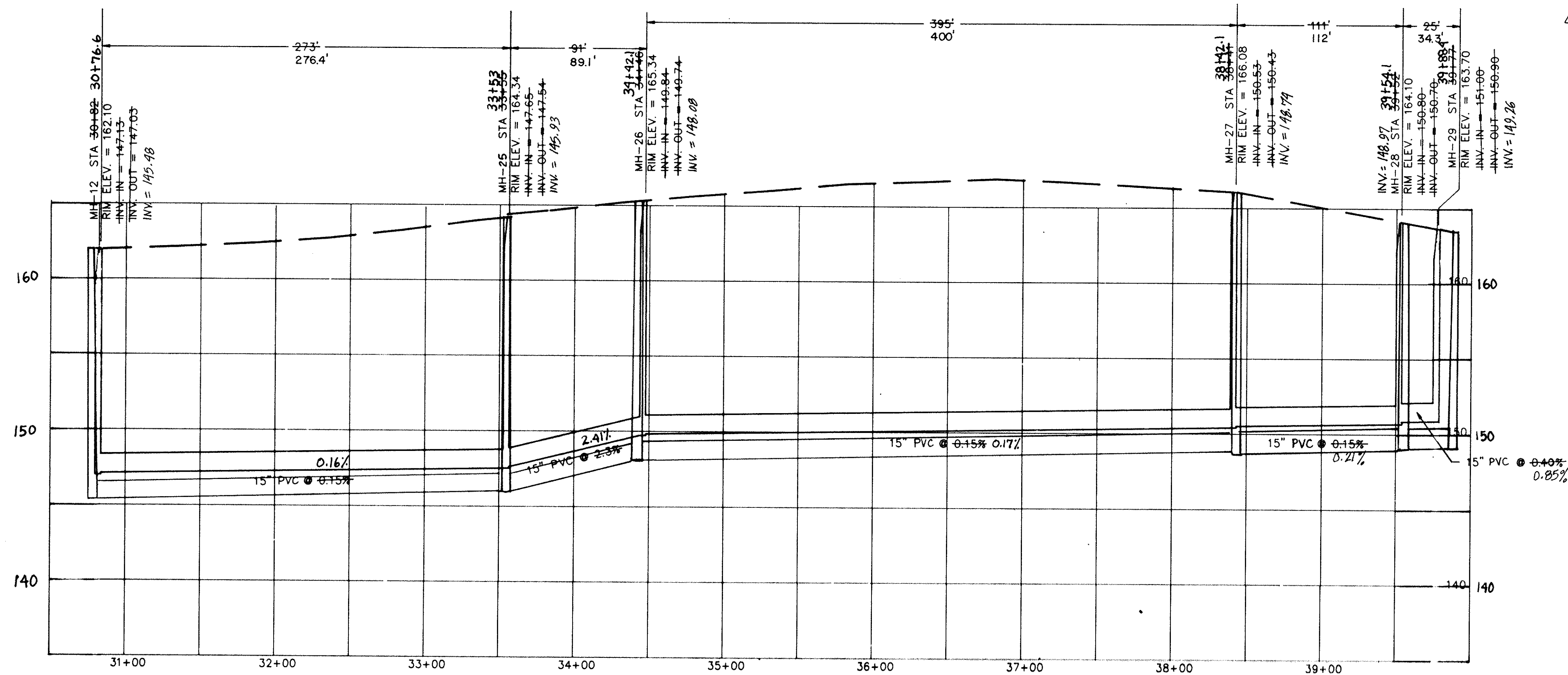
SEV/MCM
CHECK
FILE
88036-7
DATE

ATCH
1
1

RETROD
1

APPROVED

SEE SHEET 7 FOR PLAN VIEW



CHILDS STREET
MH-12 TO MH-29

APPROVED

3		TCW	REVISED PER COMMENTS		
2	5/15/95	TCW	RECORD DRAWING		
1	7/3/91	MCM	ISSUED FOR BIDS	SAW	
0	5/22/91	EAR	ISSUED FOR APPROVAL	SAW	
REV.	DATE	BY	DESCRIPTION	APP.	
REVISION					

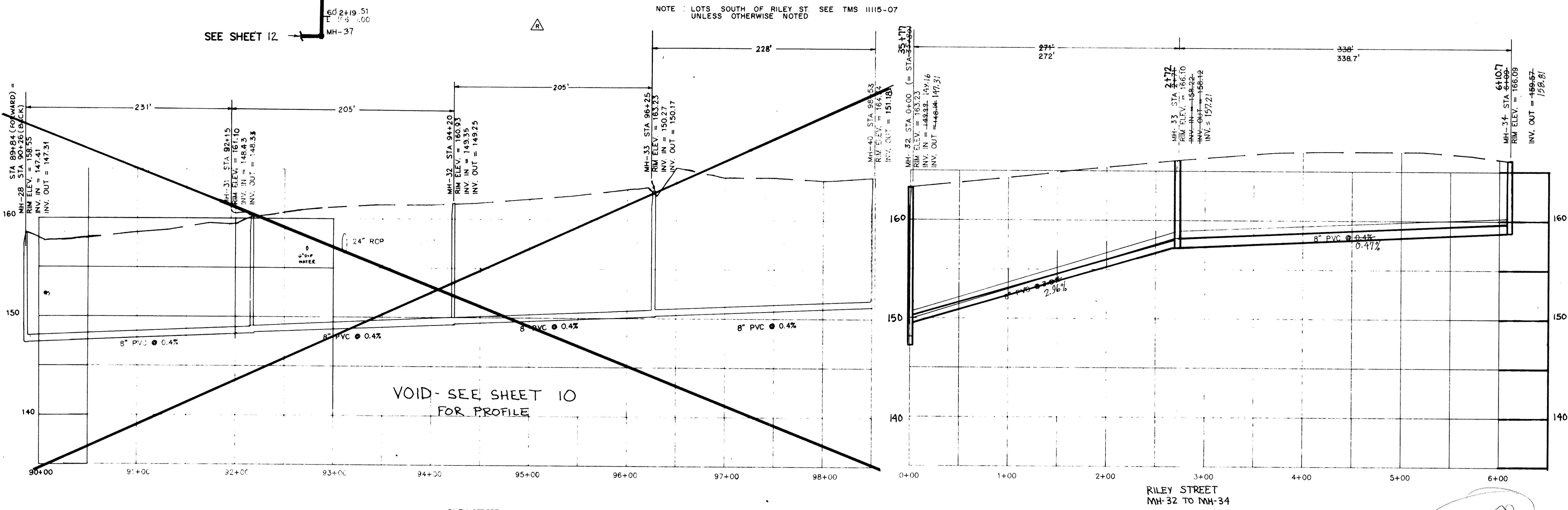
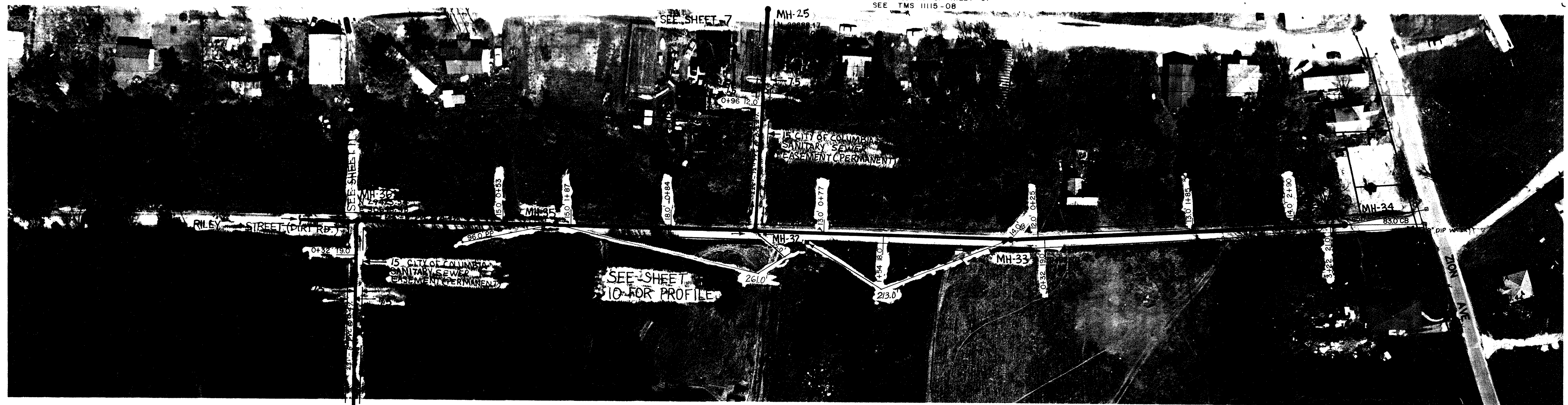
STEPHEN C. WOHLFEL
No. 7732
SOUTH CAROLINA

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE MH-12 TO MH-29
CHILDS STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

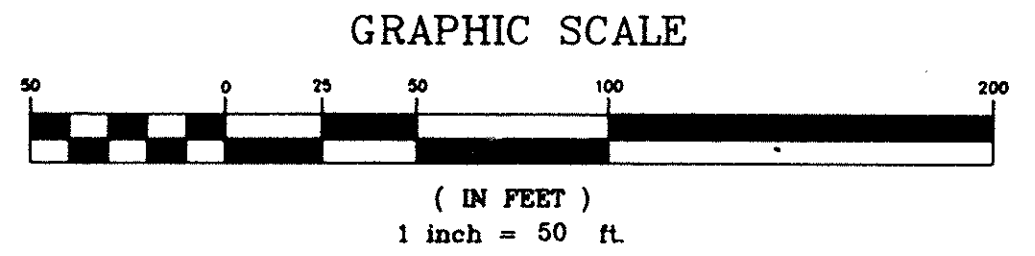
E.A./CAD	SCW/PLR	SAW	ATD/PRO
DATE	SCALE	FILE	REVISION
5/22/91	HOR 1"=50' VERT 1"=5'	88036-8	



VOID- SEE SHEET 10 FOR PROFILE

RILEY STREET
MH-28 TO MH-40

RILEY STREET
MH-32 TO MH-34



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/3/91	MCM	ISSUED FOR BIDS	SCW
3	5/21/91	MCM	GENERAL REVISIONS	SCW
2	3/19/91	MCM	REVISED TIE-IN AT MH-32 & MH-33	SCW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	SCW

APPROVED



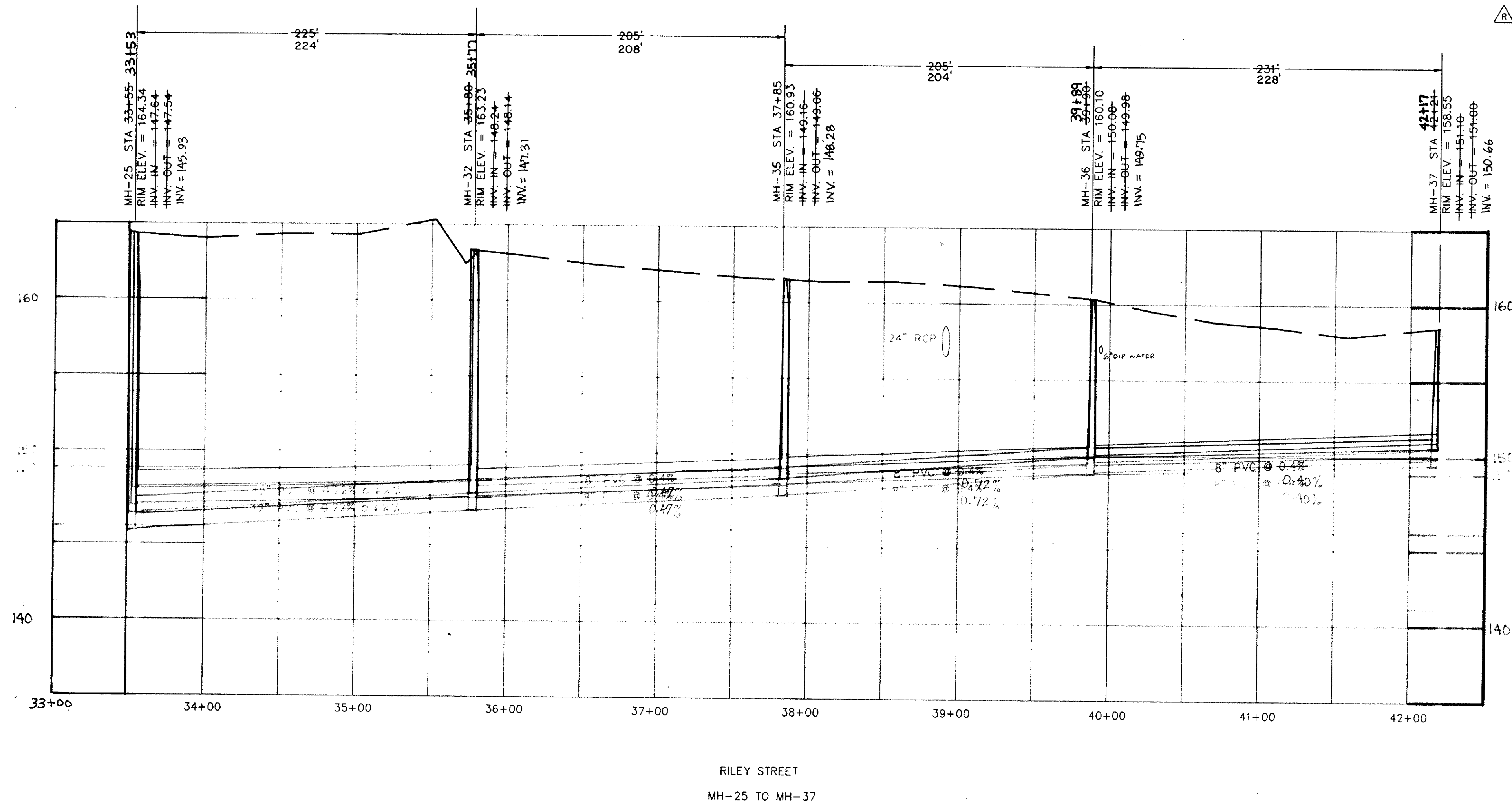
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
RILEY STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NO.	DATE	BY	DESCRIPTION
1	9/18/89	SEV	ISSUED FOR APPROVAL

SEE SHEET 9 FOR PLAN VIEW



RILEY STREET
MH-25 TO MH-37

APPROVED

3		TCLW	REVISED PER COMMENTS	
R		5/15/95	TCW	RECORD DRAWING
I		7/3/91	MCM	ISSUED FOR BIDS
O		5/22/91	E.R.	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				

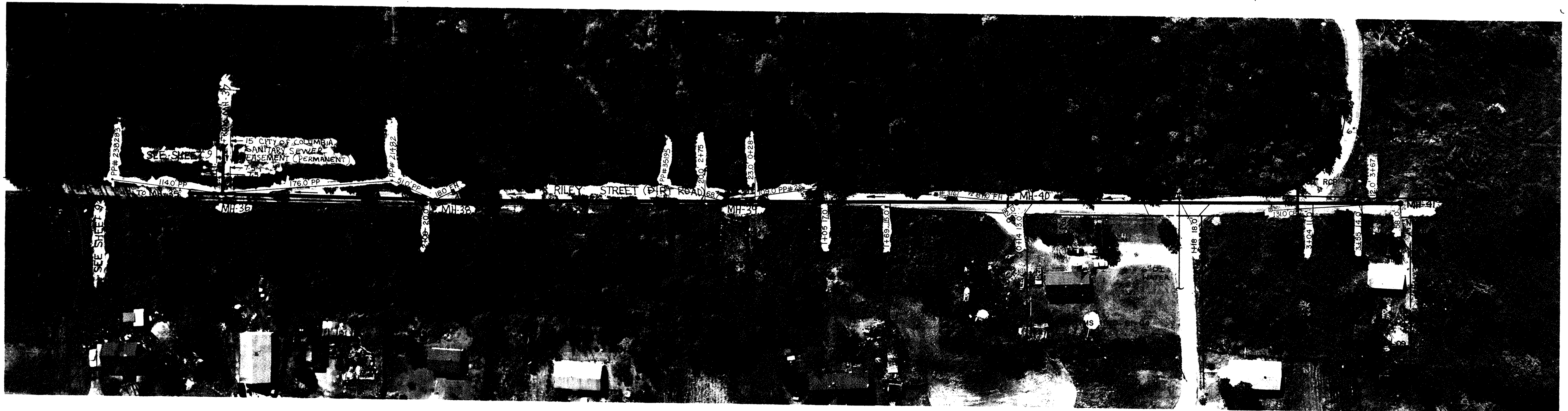
STEVEN C. WOHLFEL
No. 7734

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

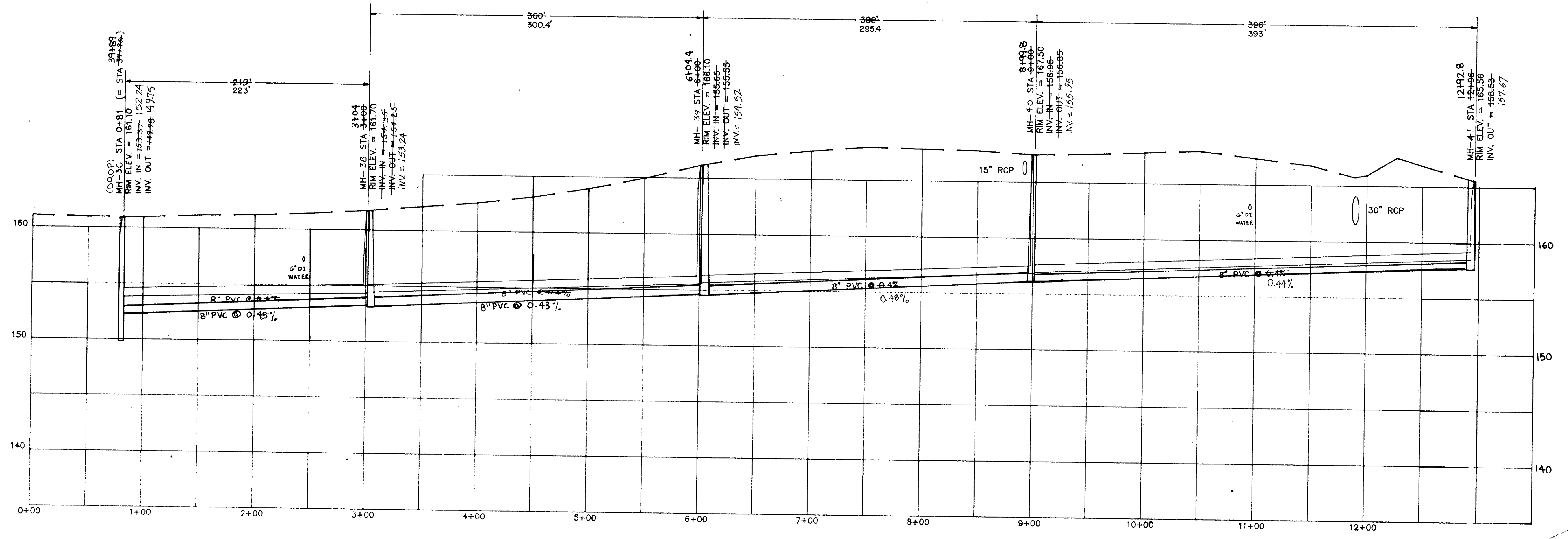
SEWER PROFILE MH-25 TO MH-37
RILEY STREET

prime associates, inc.
engineers planners surveyors

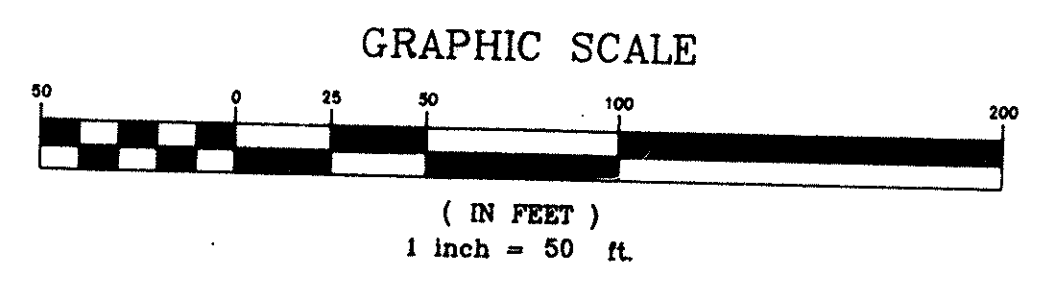
E.R./CAD	SCW/E.R.	SCW	ATRL/PPR	REVISED
5/22/91				
HOR 1"=50'		VERT 1"=5'		88036-10
DATE	SCALE	JOB NO.		



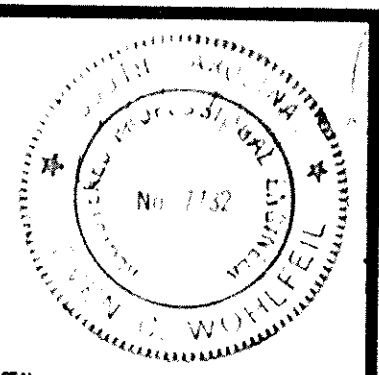
NOTE : LOTS NORTH OF RILEY ST.
SEE TMS 11115-08 UNLESS
OTHERWISE NOTED



RILEY STREET
MH-36 TO MH-41



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	6/15/95	TCW	RECORD DRAWING	
4	7/8/91	MCM	ISSUED FOR BIDS	SCW
3	3/2/91	EJR	GENERAL REVISIONS	SCW
2	3/19/91	MCM	REVISED TIE-IN @ MH-31	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	1/8/89	SEV	ISSUED FOR APPROVAL	



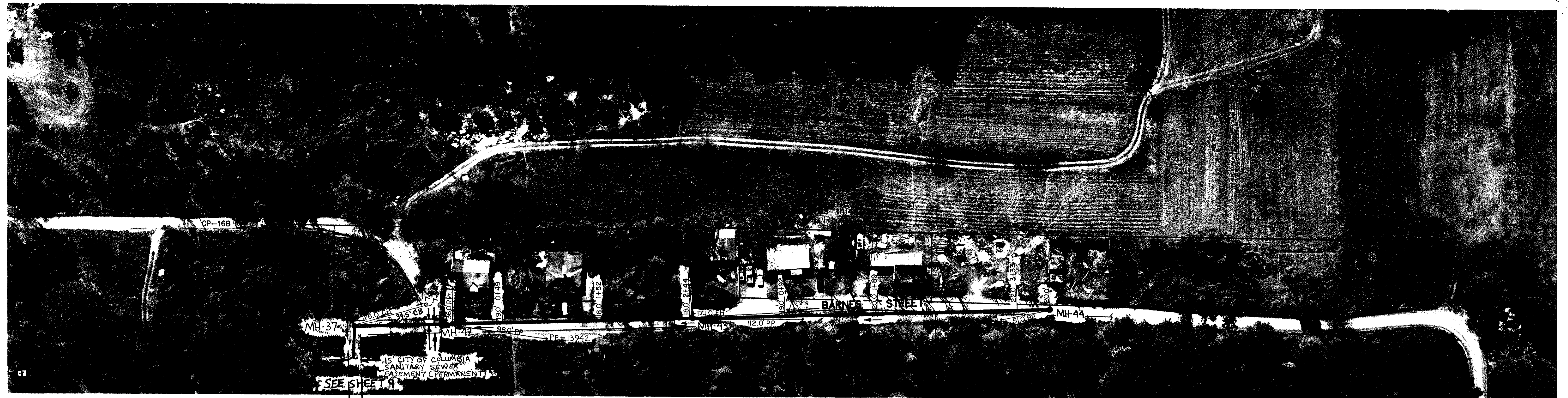
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
RILEY STREET

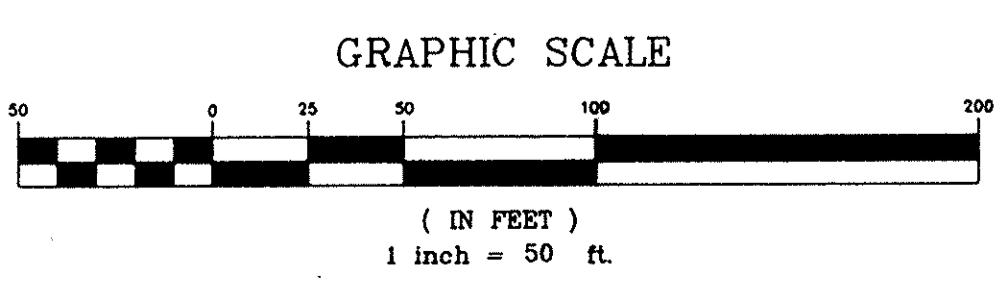
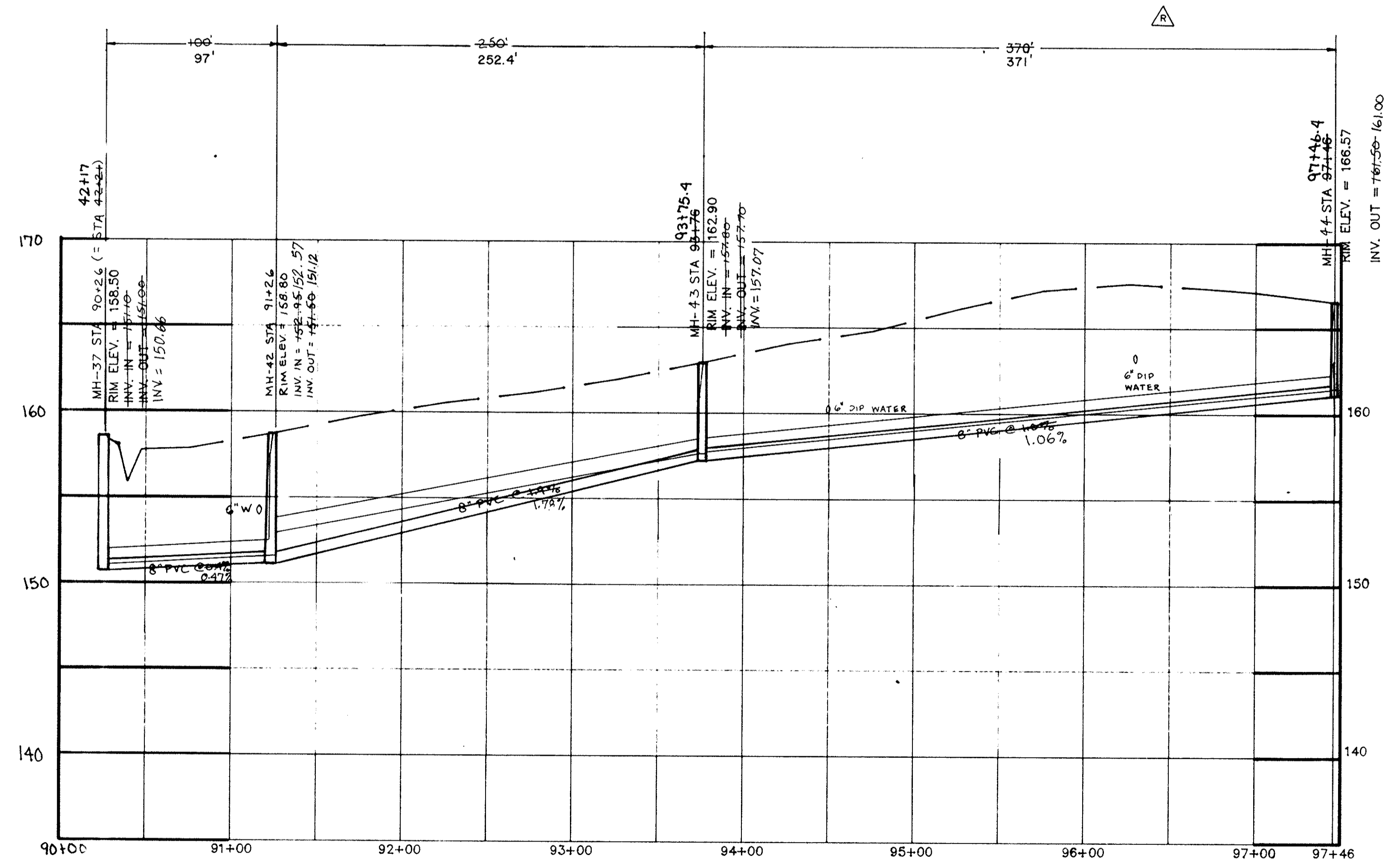
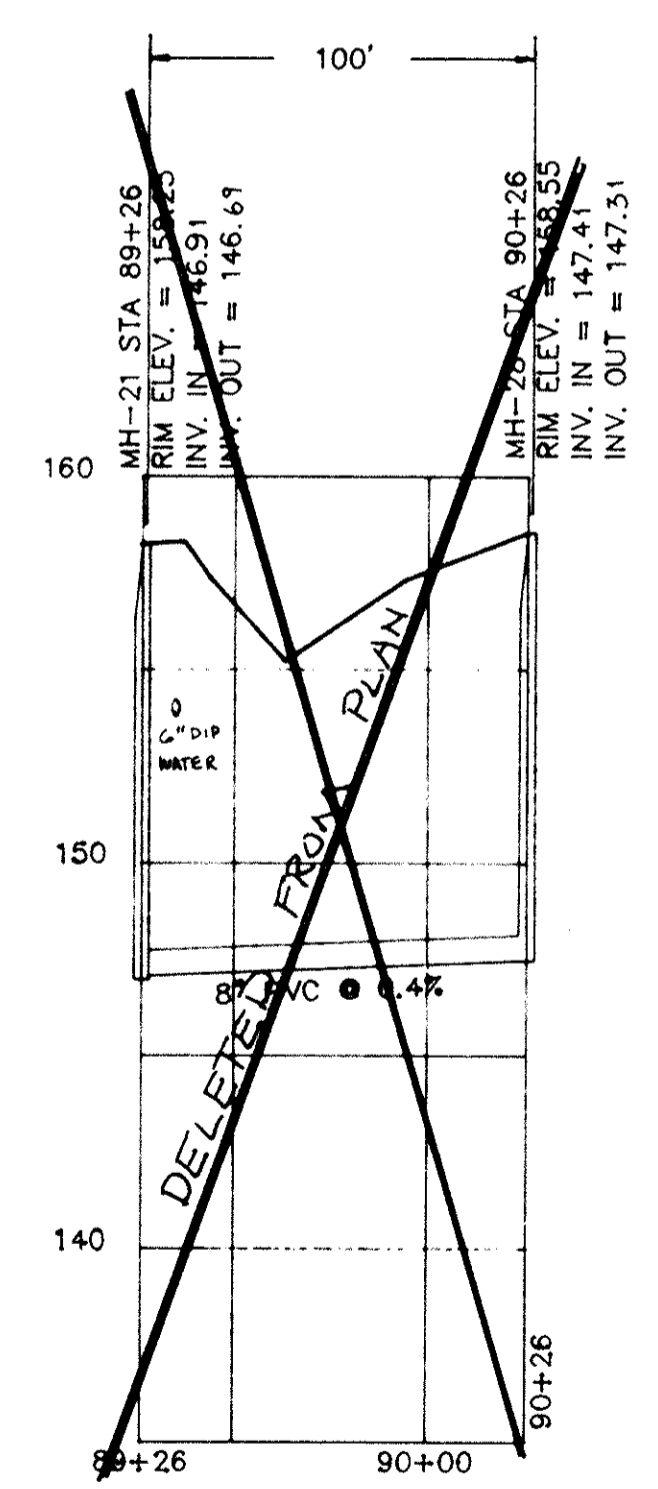
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NOV/CAD	SEV/MCM	SCW	ATRLY	
DRAWN	DESIGN	CHECK	FILE	RECORD
9/18/89	NOV 1'-50'	88036-11		
DATE	SCALE	JOB NO.		

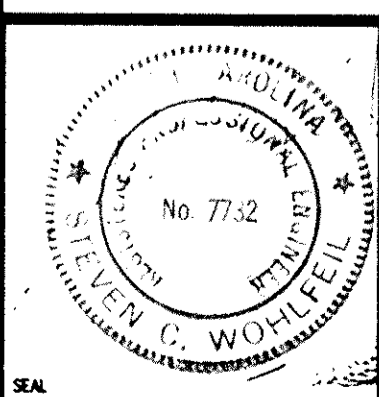
APPROVED



NOTE: BARNES STREET IS CURRENTLY BEING UPGRADED FROM DIRT ROAD TO BITUMINOUS PAVEMENT.



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	Sw
2	5/22/91	EJR	GENERAL REVISIONS	Sw
1	6/10/90	GLB	ISSUED FOR APPROVAL	MW
0	9/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

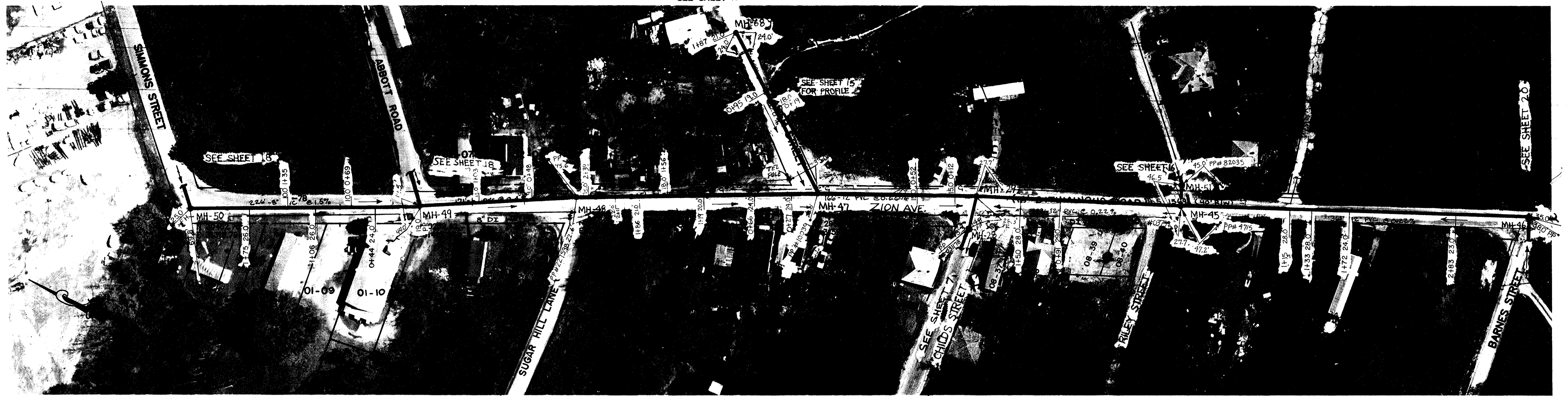
SEWER PLAN & PROFILE
BARNES STREET



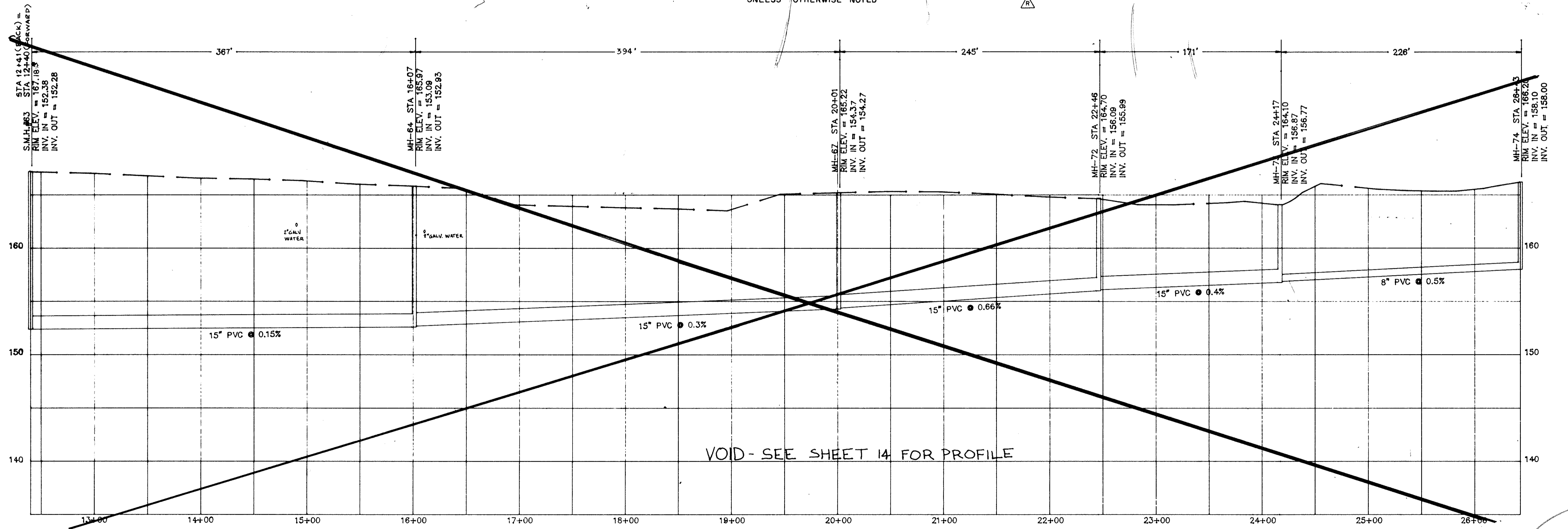
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NO./CAD	REV./MCH	SCW	ATR/MS	DATE	SCALE	REV. NO.
7/10/95 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						

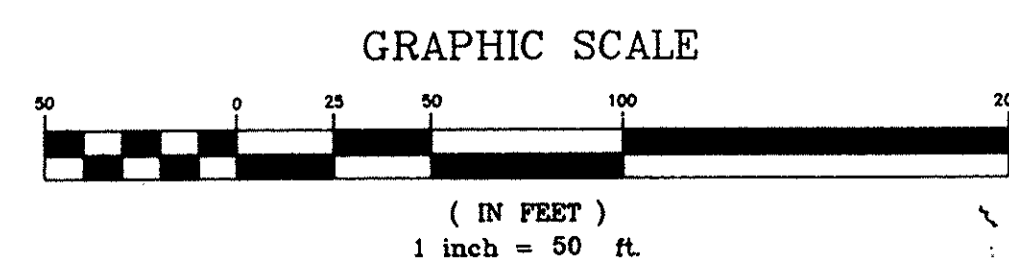
APPROVED



NOTE: ALL LOTS LOCATED ON TMS 11115 UNLESS OTHERWISE NOTED

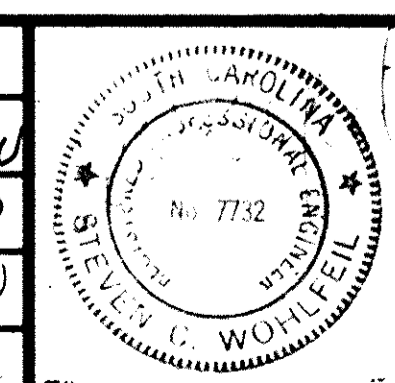


ZION AVE
MH-63 TO MH-74



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3	7/5/91	MCM	ISSUED FOR BIDS	SW
2	5/27/91	EJR	GENERAL REVISIONS	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	2/18/89	SEV	ISSUED FOR APPROVAL	SW

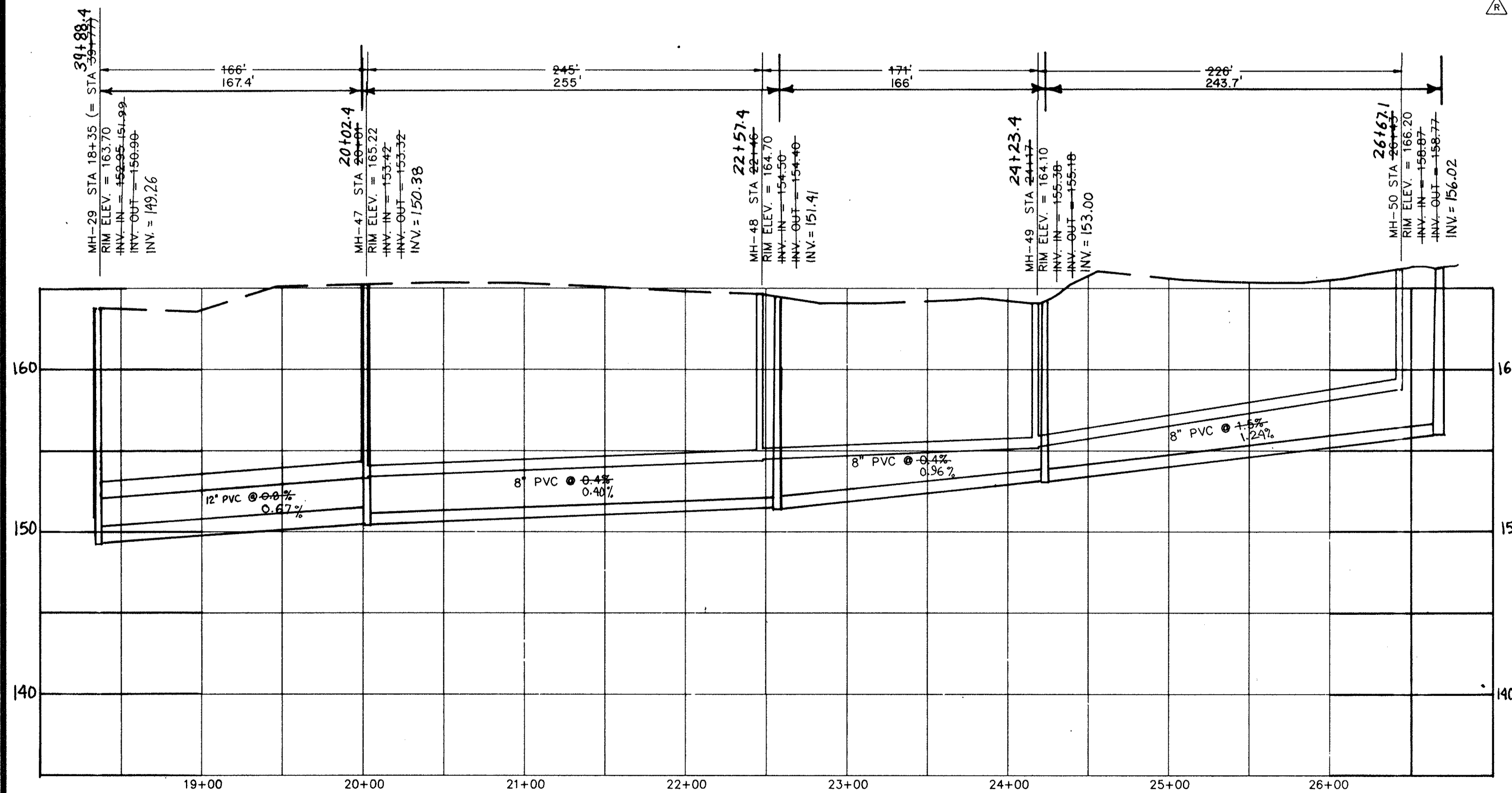


SEWER PLAN & PROFILE
ZION AVENUE

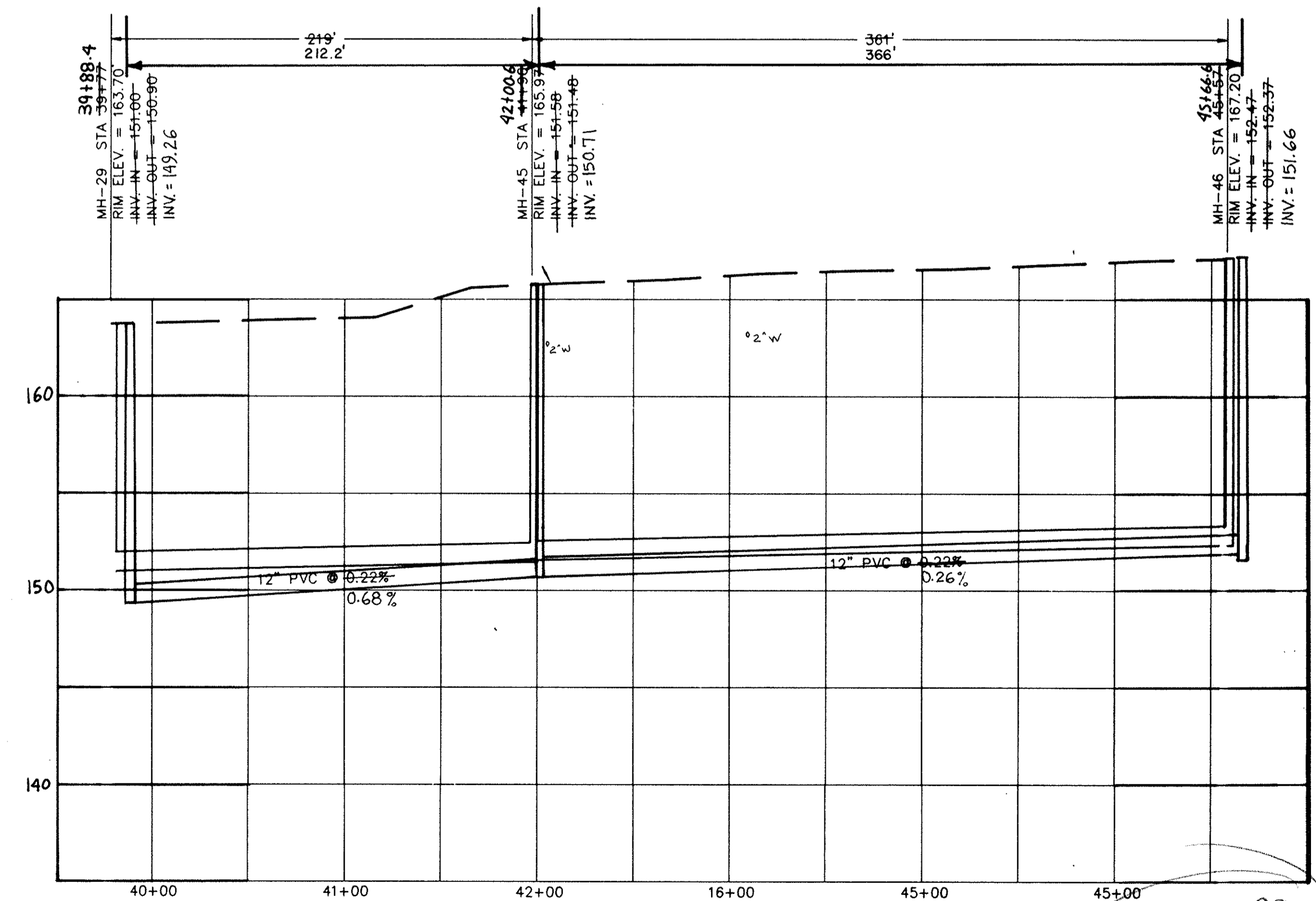
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCM/CAO	SEV/MCM	SCW	ATZON	RETRD
DESIGN	CHECK	FILE		
9/10/89	HOR 1"=50'	88036-13		
DATE	VERT 1"=5'	DATE		

SEE SHEET 13 FOR PLAN VIEW



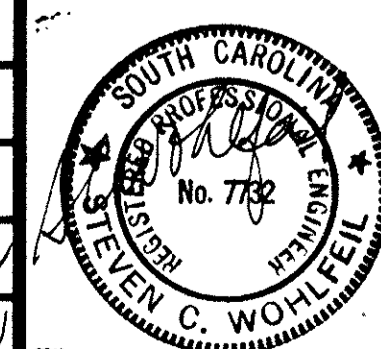
ZION AVE
MH-29 TO MH-50



ZION AVE
MH-29 TO MH-46

APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS	
0	5/22/91	EJR	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE MH-29 TO MH-50
ZION AVENUE

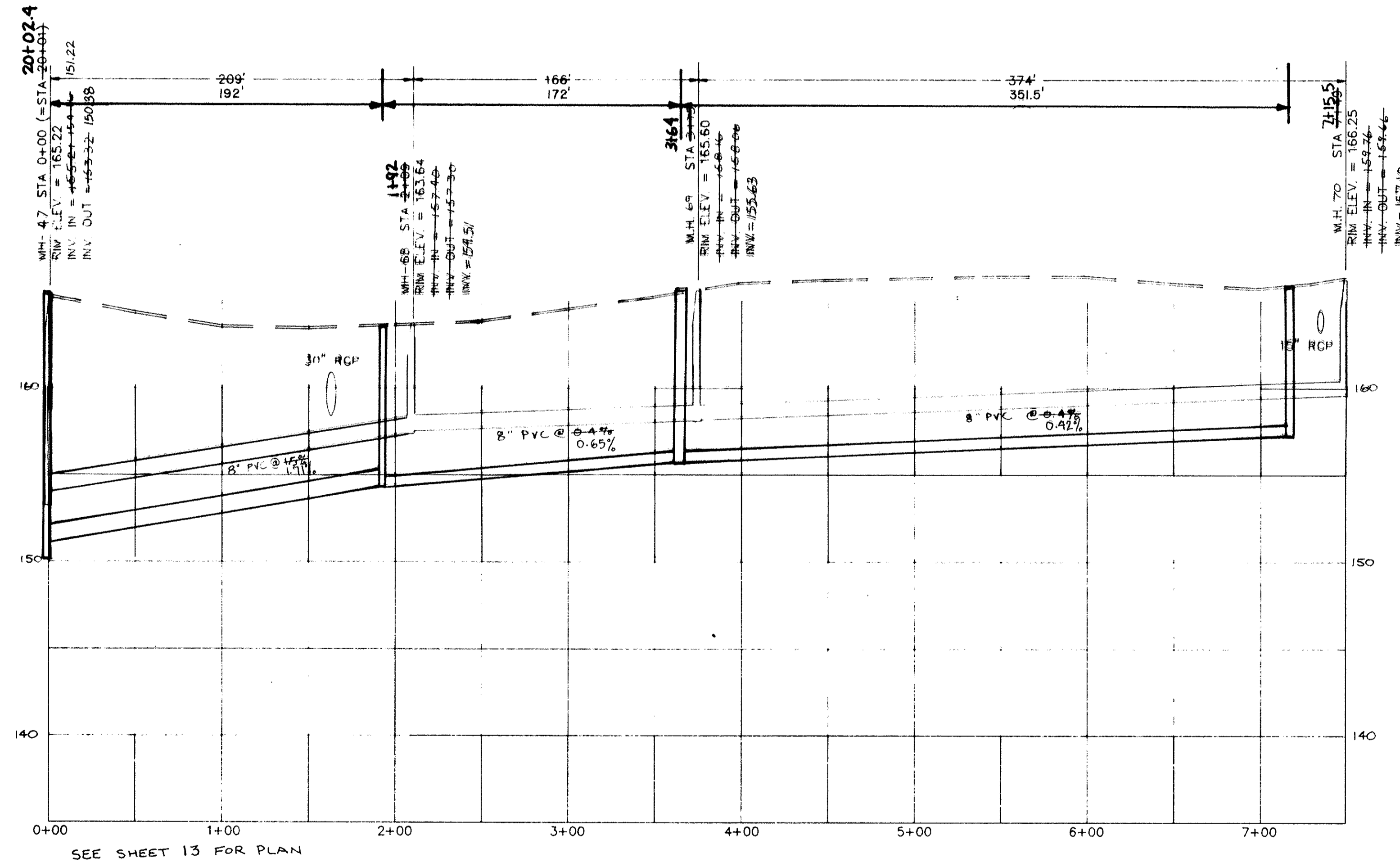
prime associates, inc.
engineers planners surveyors

DATE: 5/22/91
SCALE: HOR 1"=50'
VERT 1"=5'

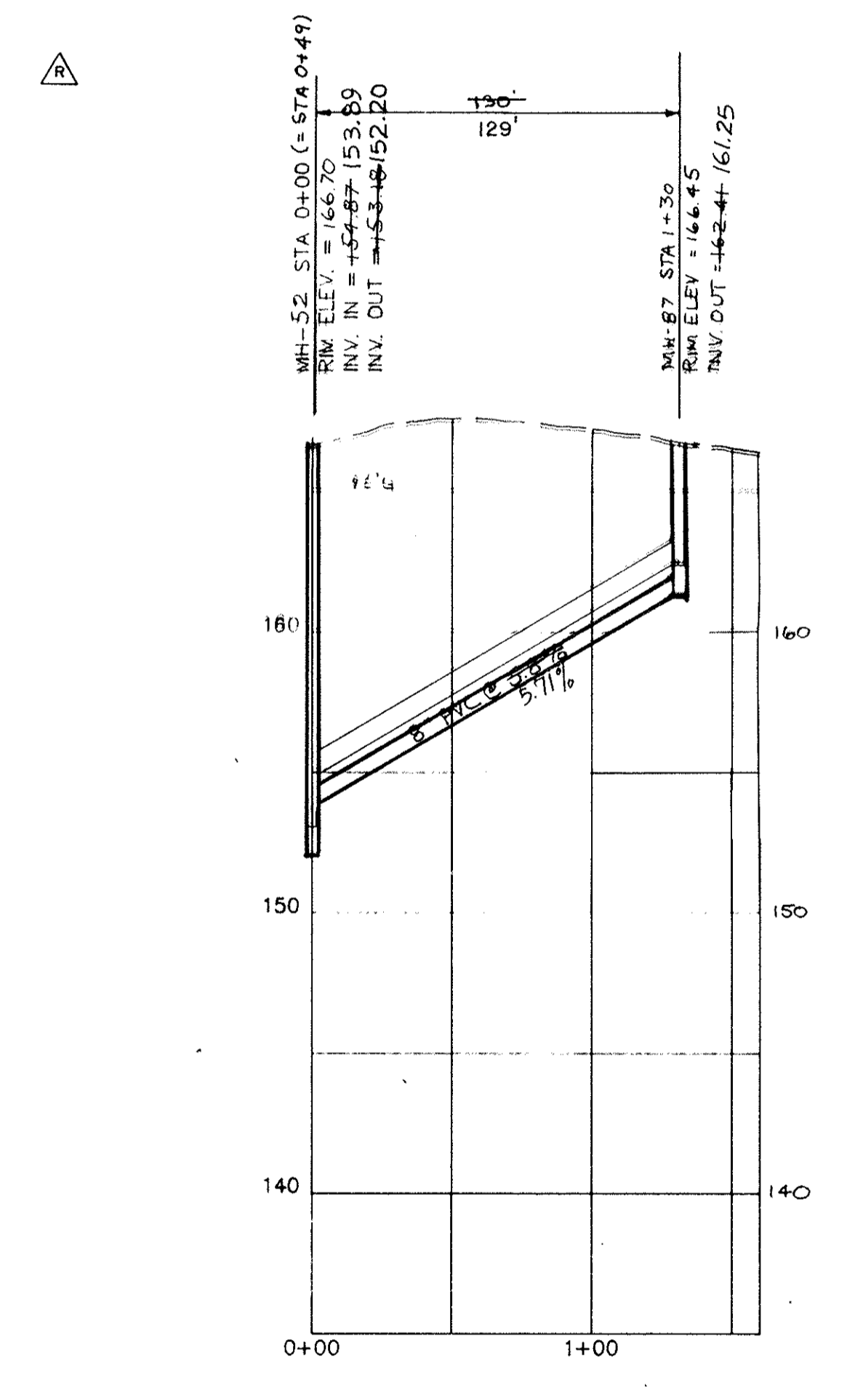
PROJECT NO: 88036-14



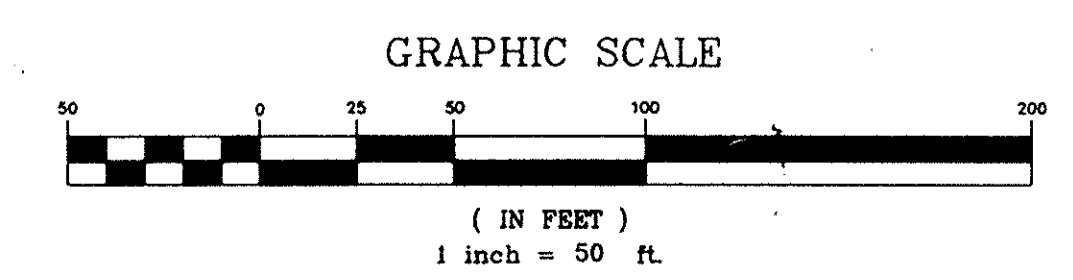
NOTE: ALL LOTS SOUTH OF FRASIER STREET ARE LOCATED ON TMS 1115



FRASIER ST.
MH-47 TO MH-70

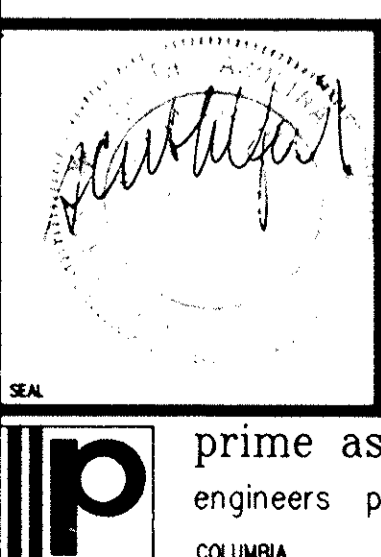


NEAR ZION AVE
MH-52 TO MH-87
SEE SHEET 20 FOR PLAN



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/5/91	MCM	ISSUED FOR BIDS	slw
2	5/22/91	EJR	GENERAL REVISIONS	slw
1	6/18/90	GLB	ISSUED FOR APPROVAL	slw
0	9/18/89	SEV	ISSUED FOR APPROVAL	slw

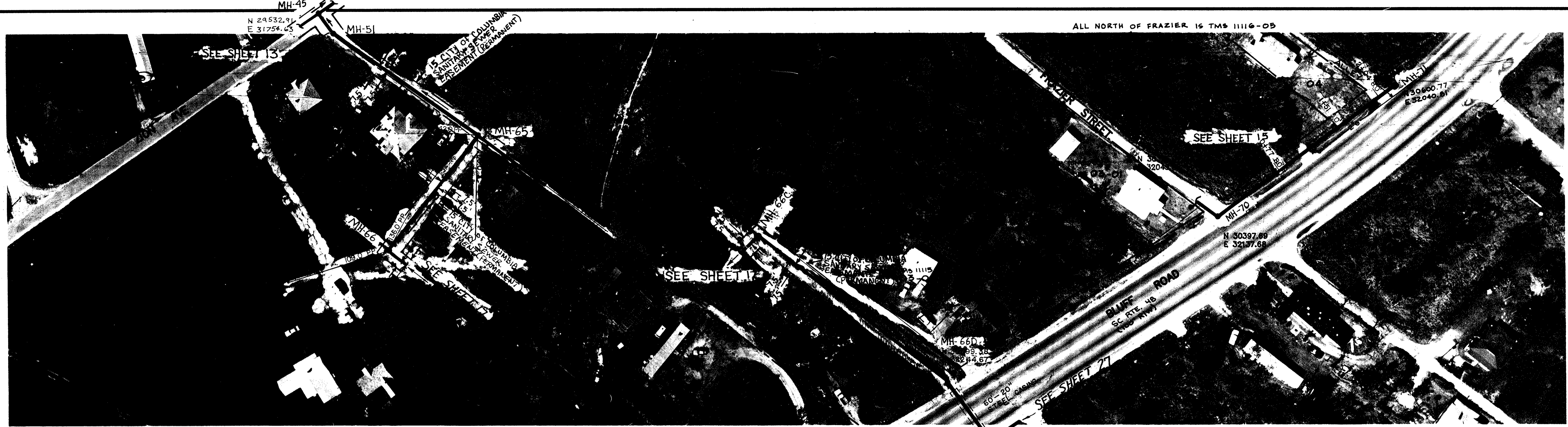


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
FRASIER STREET

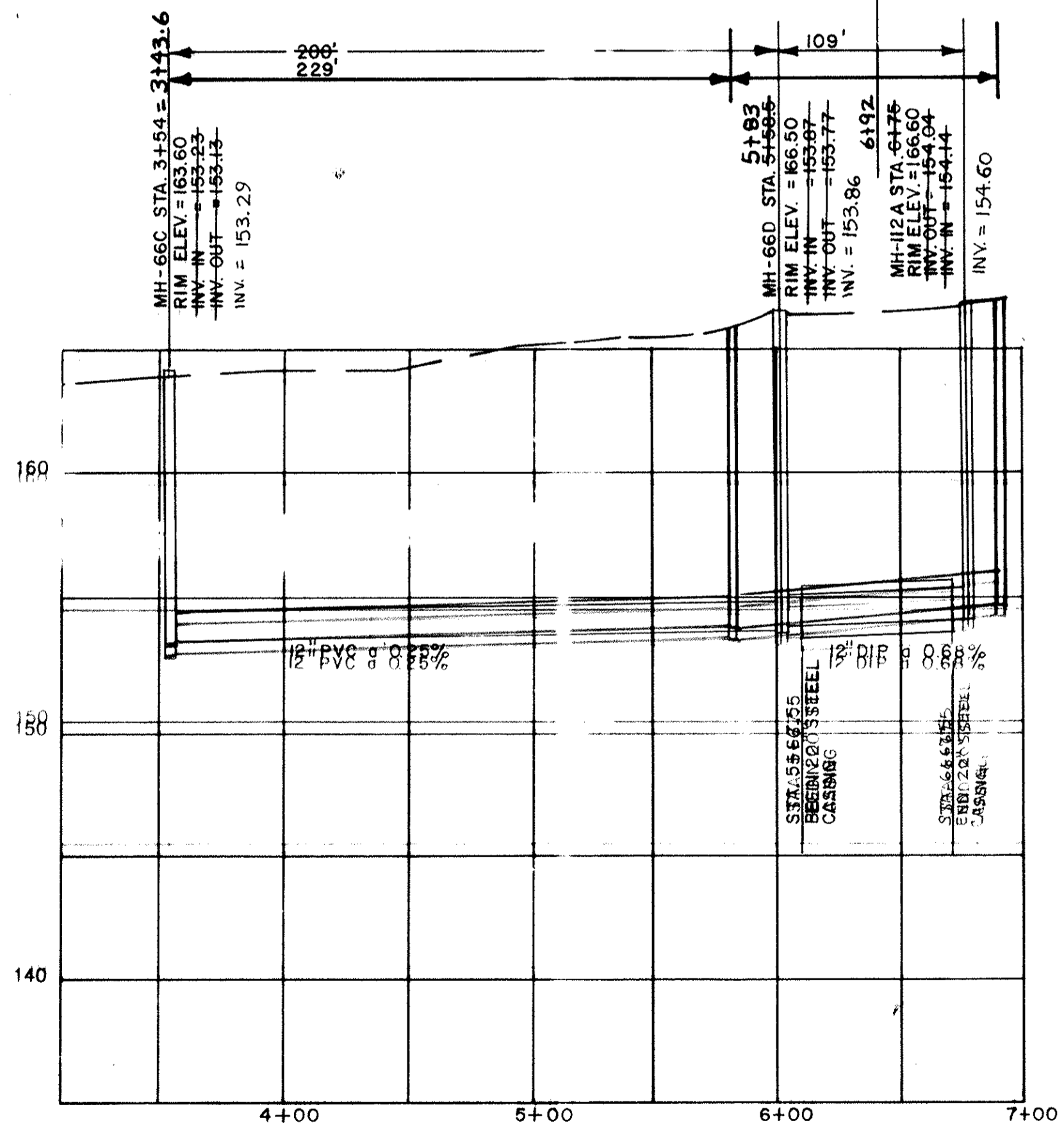
prime associates, inc.
engineers planners surveyors

MCM/CAO	SEV/MCM	SCW	ATRTZ	RETRD
DATE	DATE	DATE	DATE	DATE
9/18/89	88036-15			

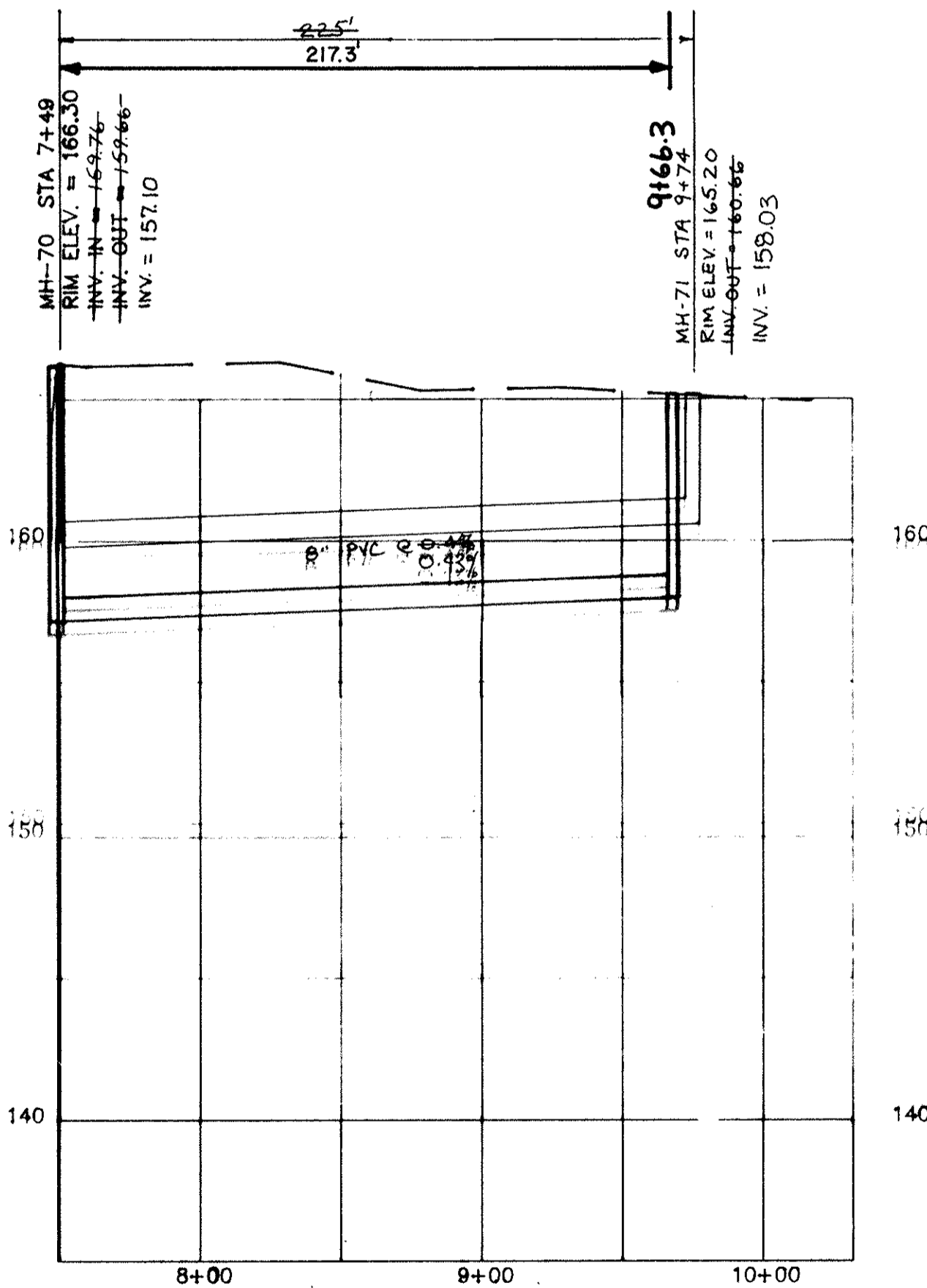


ALL LOTS TMS 1115-04
EXCEPT WHERE NOTED OTHERWISE

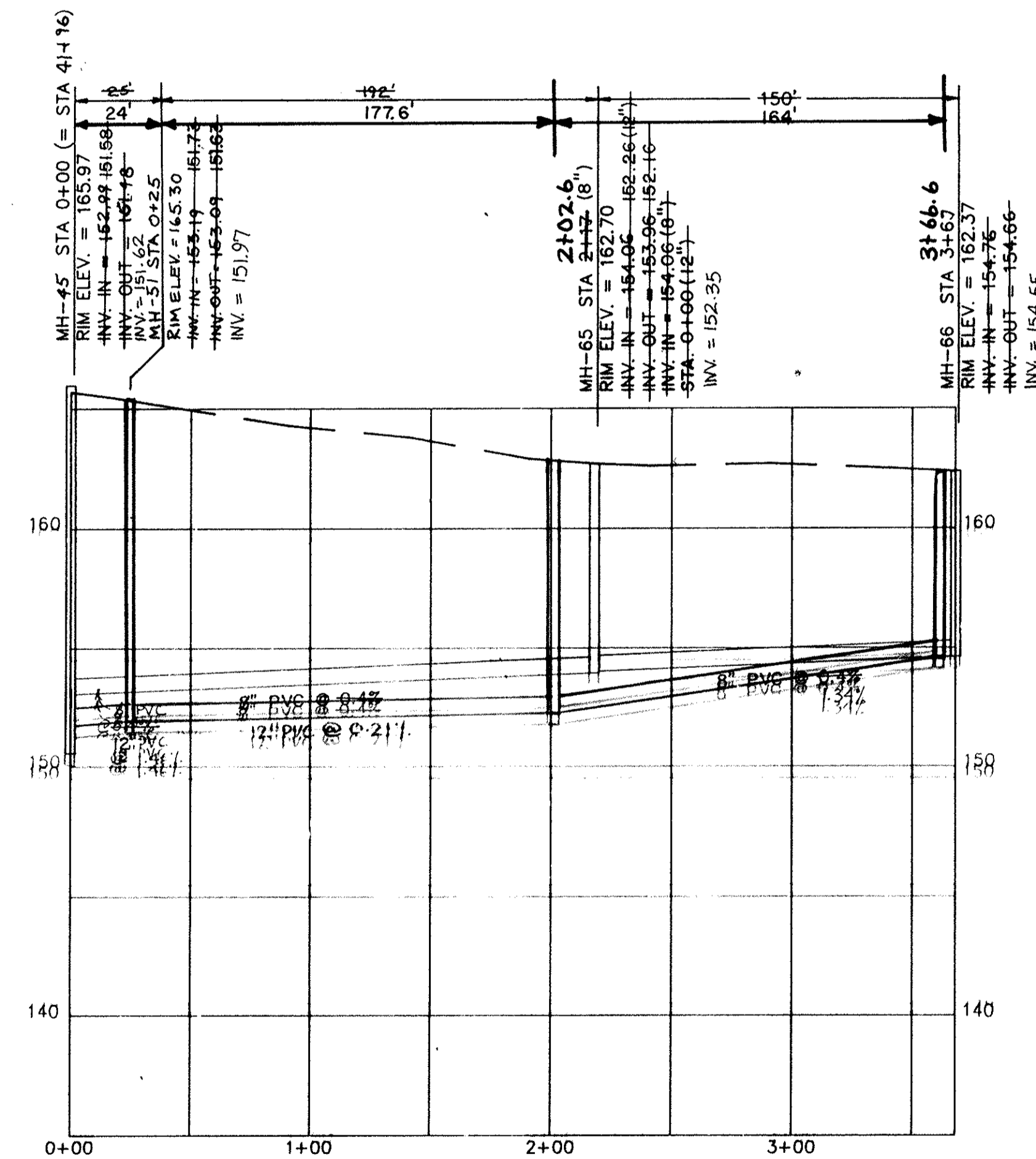
MH-112A
N 30127.83
E 32314.07



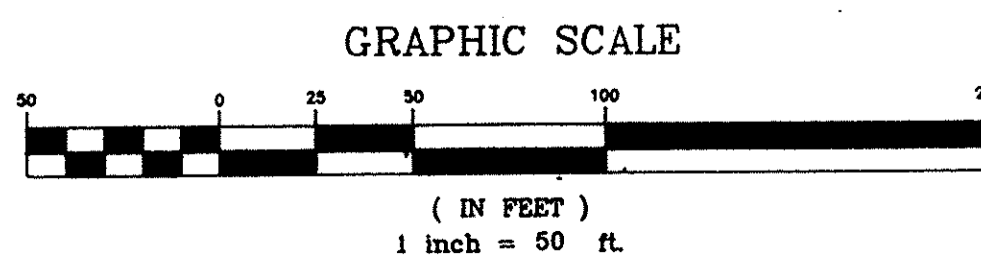
NEAR BLUFF ROAD
MH-66C TO MH-66D



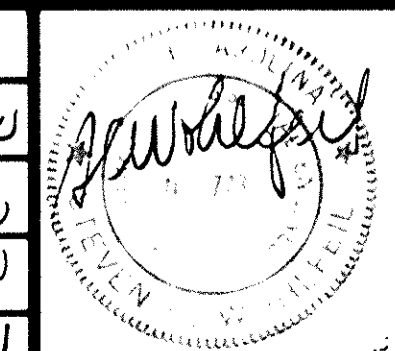
BLUFF ROAD
MH-70 TO MH-71



OFF ZION AVENUE
MH-45 TO MH-66



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
R	5/15/95	TCW	RECORD DRAWING	
4	11/19/94	CEC	CHANGED 8" TO 12" OFF ZION AVENUE	
3	7/3/91	MCM	ISSUED FOR BIDS	sw
2	5/22/91	EJR	GENERAL REVISIONS	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	8/18/88	SEV	ISSUED FOR APPROVAL	sw



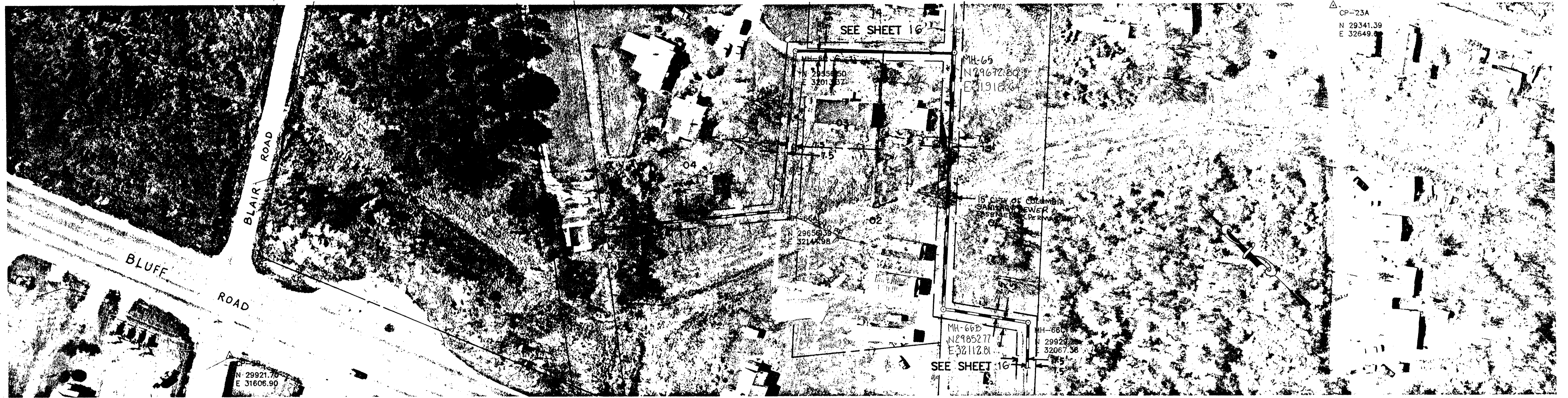
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
BLUFF ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCM/DAW	REV/MCM	sw	ATRLP1
DRW/DAW	SEV/DAW	sw	FILE
DATE	SCALE	88036-1G	REVISED

APPROVED

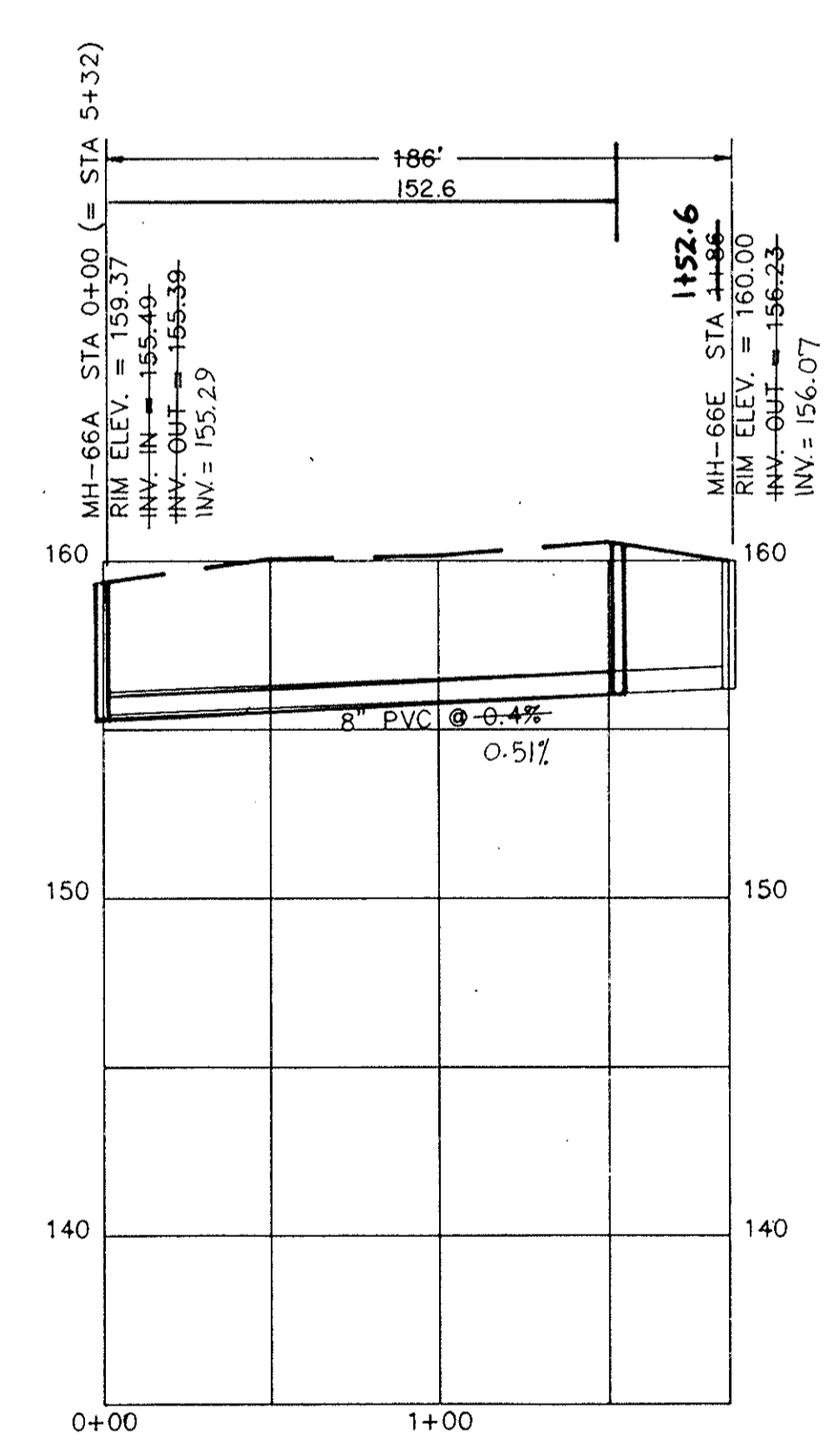
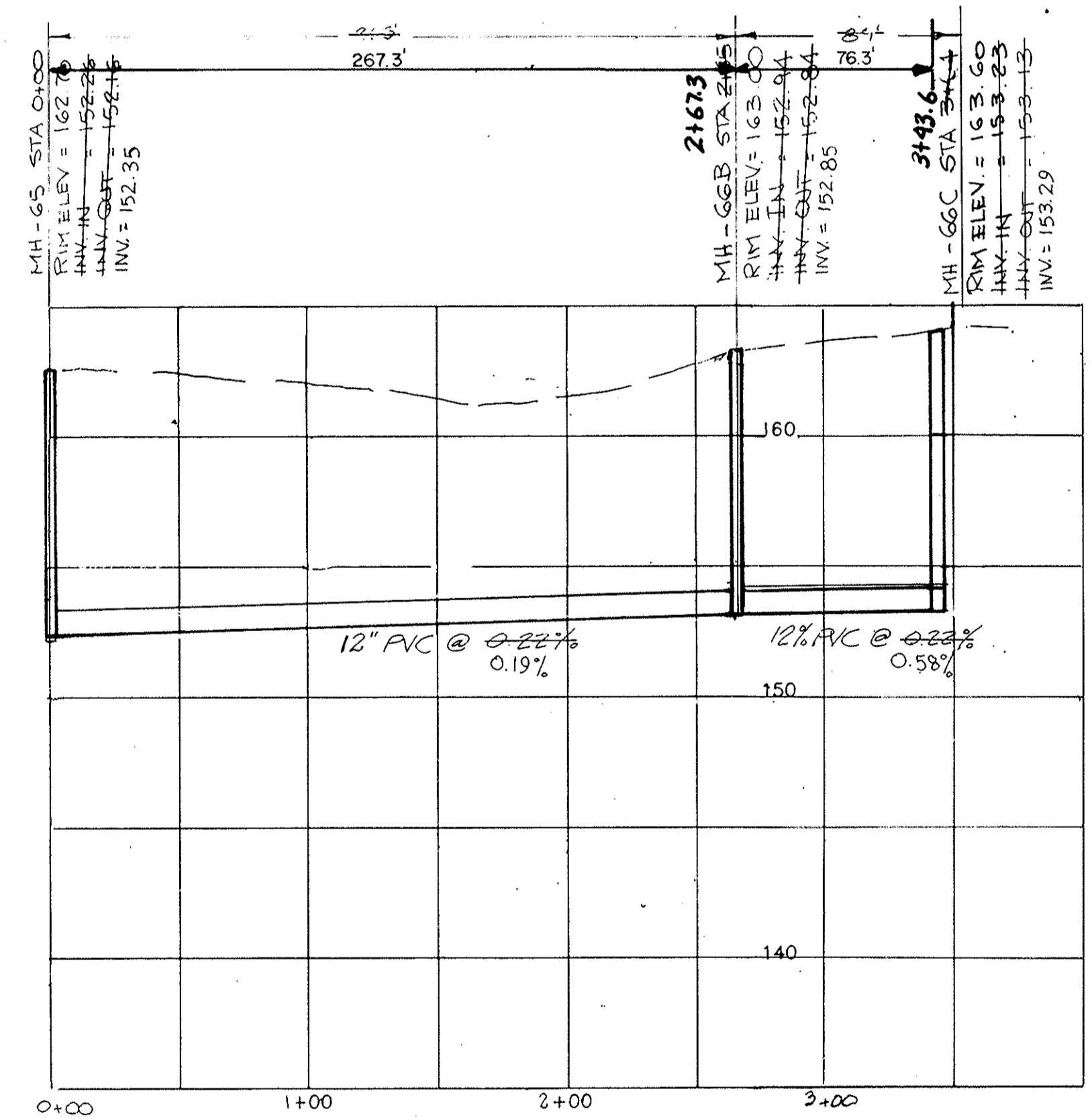
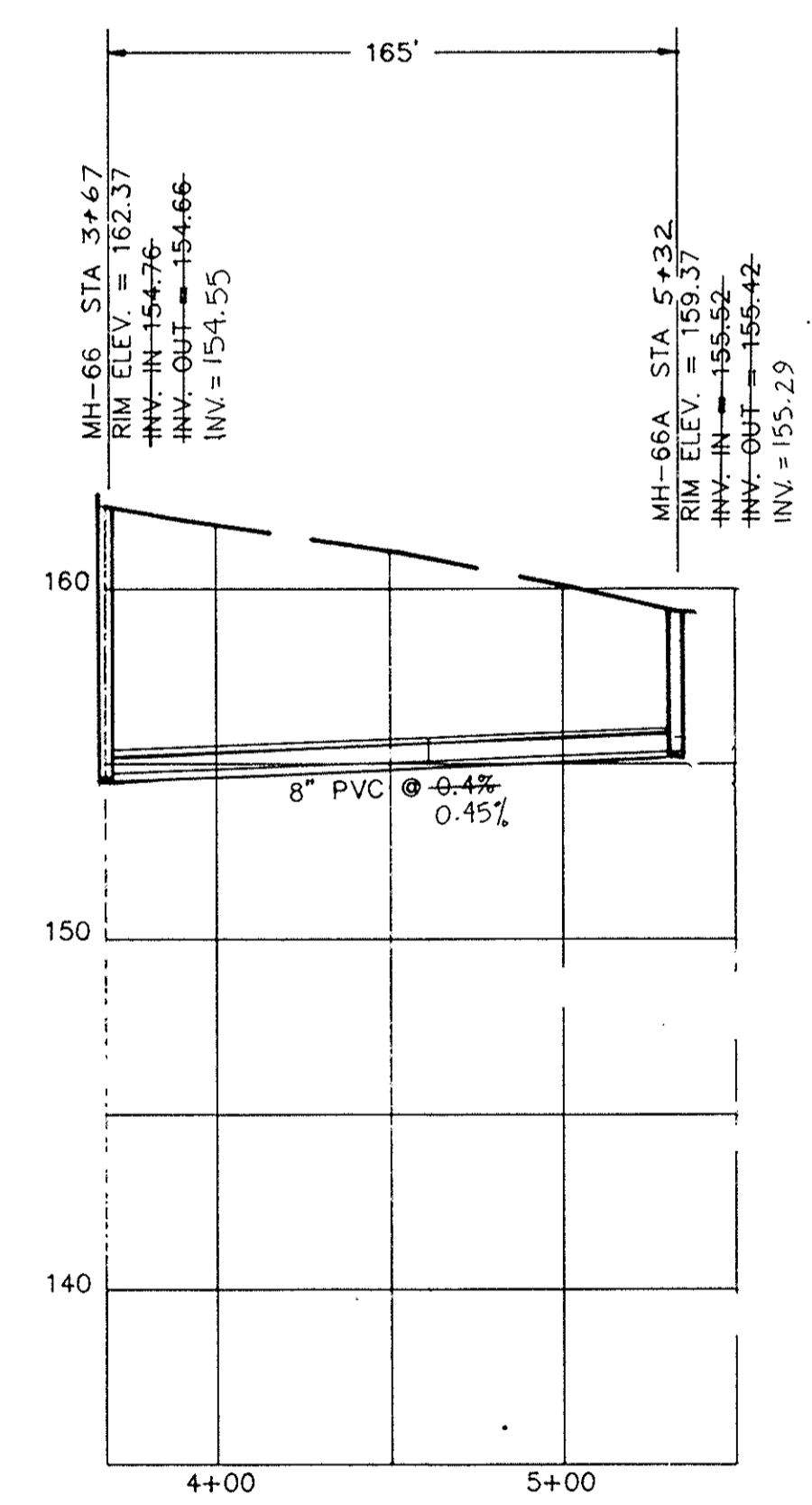


CP-23A
N 29341.39
E 32649.0

SEE SHEET 16

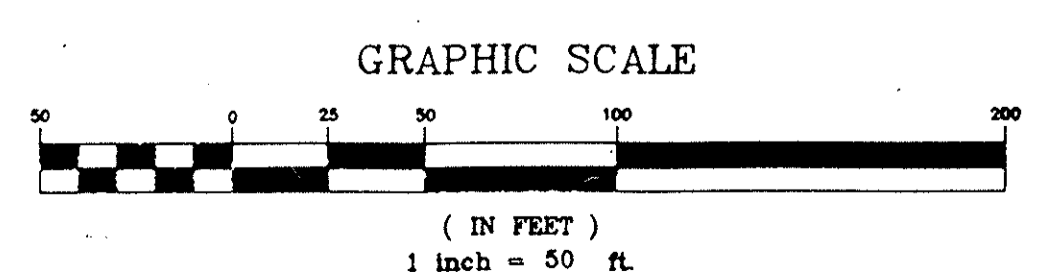
SEE SHEET 16

NOTE: ALL LOTS SEE TMS 11115-04



OFF ZION AVENUE
FROM MH-65 TO MH-66C

OFF ZION AVENUE
FROM MH-66A TO MH-66E



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	1/1/94	CEC	Raised alignment from 18+45 to MH-66C, changed 8" to 12"	CEC
3	7/3/91	MCM	ISSUED FOR BIDS	SCW
2	5/22/91	EJR	GENERAL REVISIONS	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/88	SEV	ISSUED FOR APPROVAL	SCW

APPROVED

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

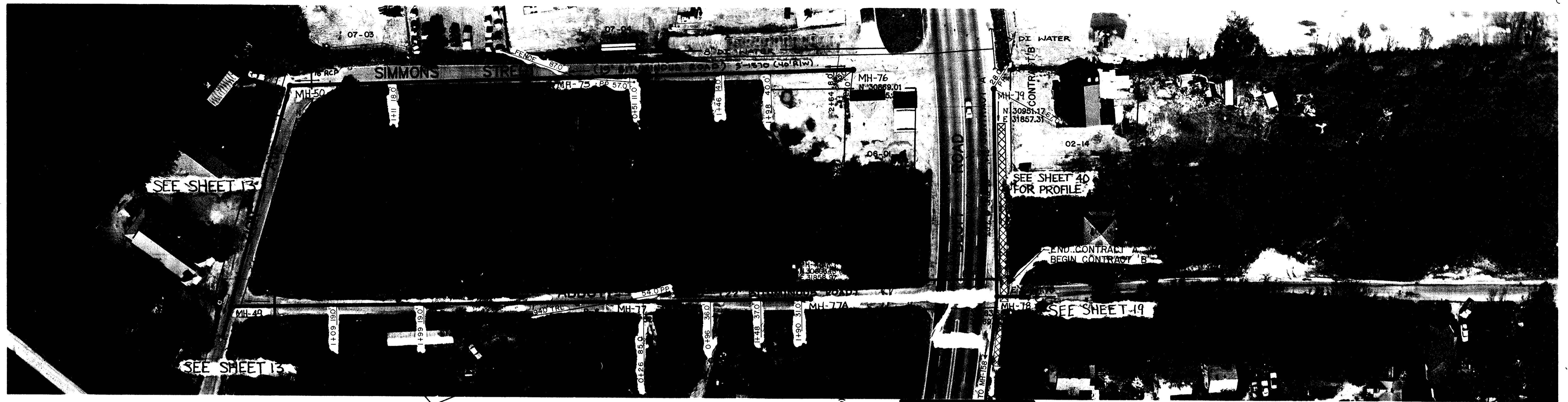
SEWER PLAN & PROFILE
BETWEEN ZION AVE. & BLUFF RD.

SCW

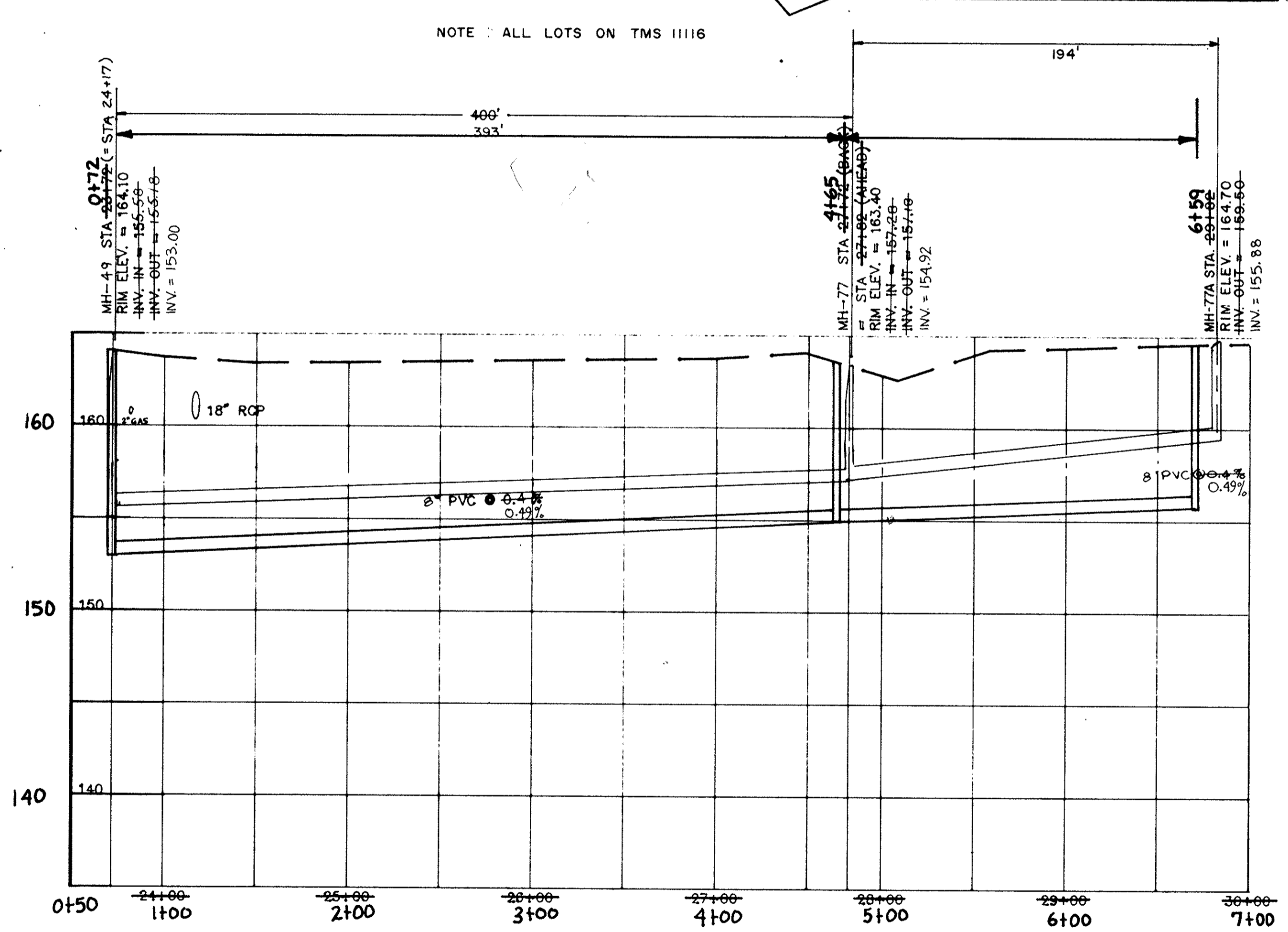


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engineers planners surveyors
COLUMBIA SOUTH CAROLINA

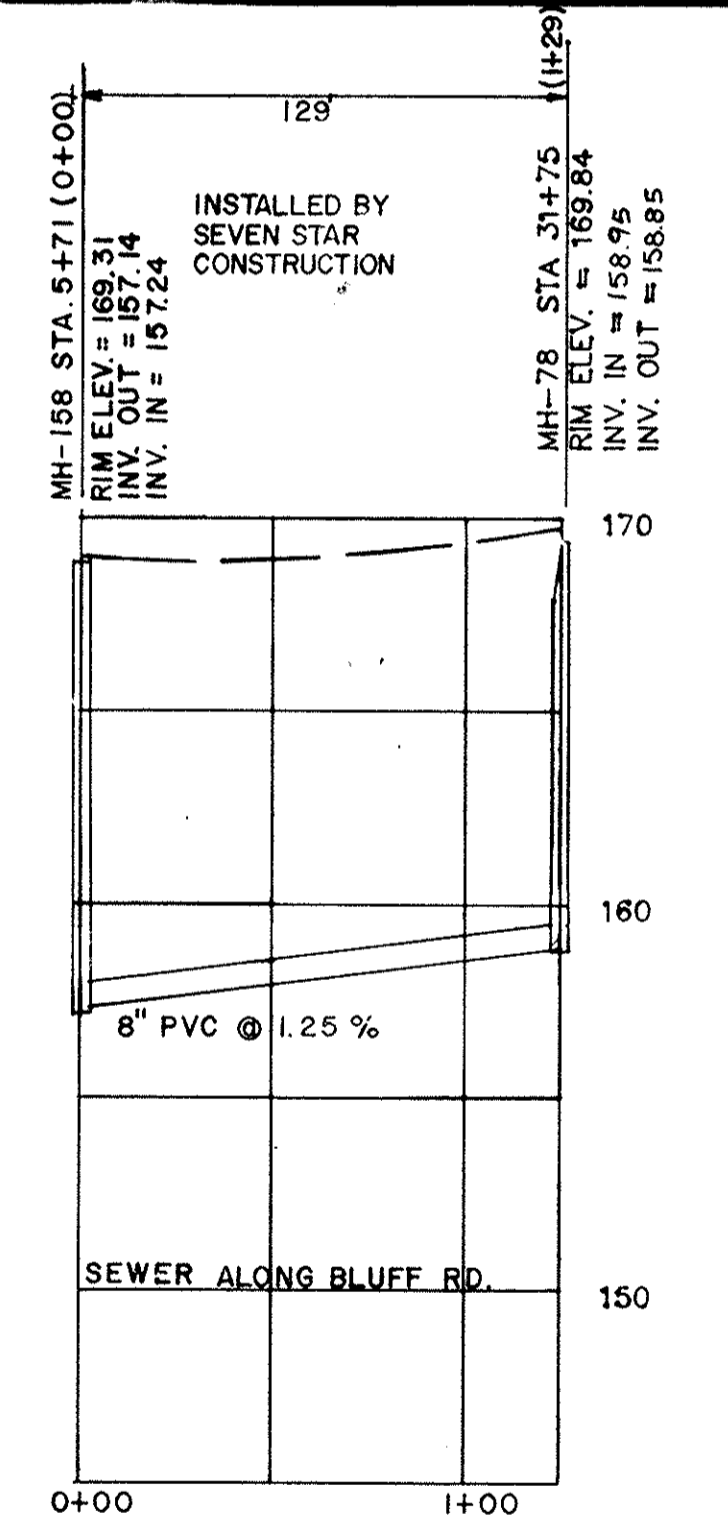
REV.	DATE	BY	DESCRIPTION	APP.
SEV/CAD	SEV	SCW	ATM-1	RETRD
9/18/89	88036-17	SCALE	1"=50'	



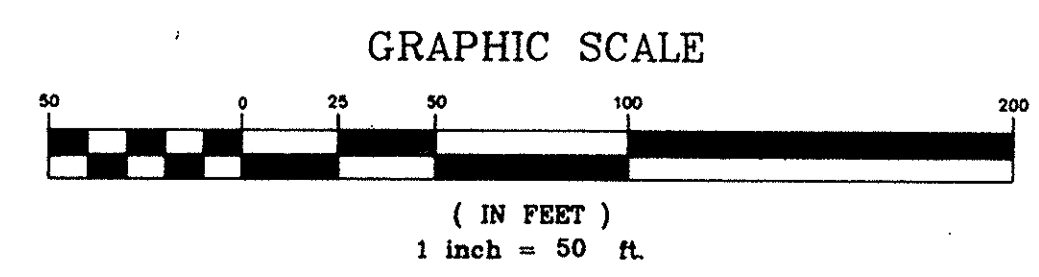
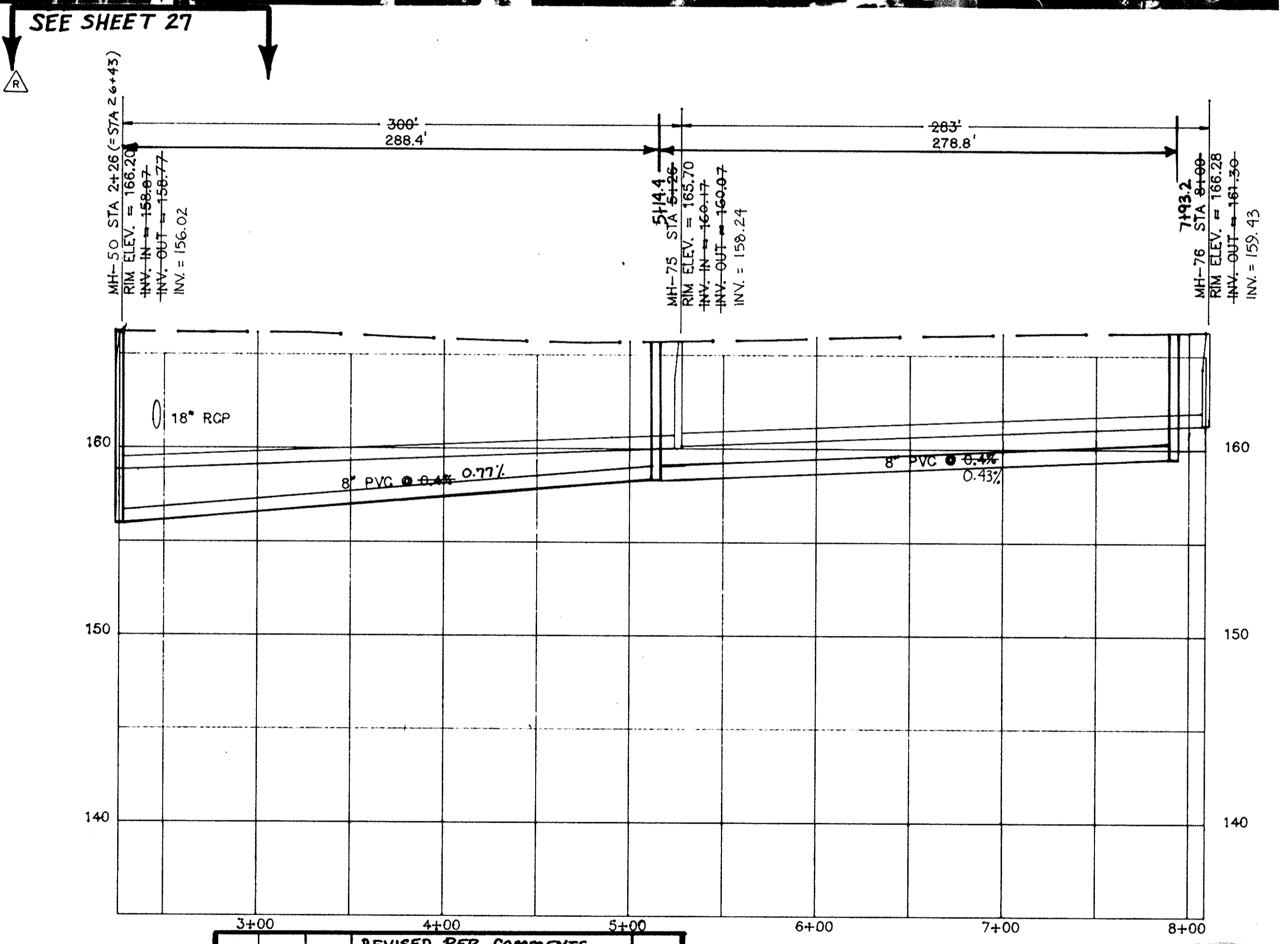
NOTE: ALL LOTS ON TMS 11116



ABBOTT ROAD
MH-49 TO MH-78



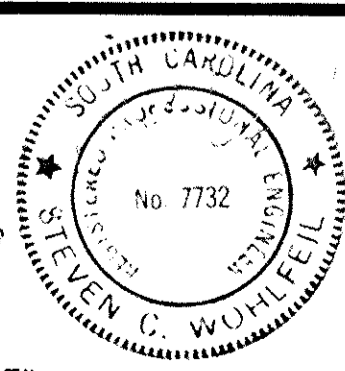
SEWER ALONG BLUFF RD.



REV.	DATE	BY	DESCRIPTION	APP.
8		TCW	REVISED PER COMMENTS	
7	5/15/95	TCW	RECORD DRAWING	
6	2/1/95	CEC	REVISED INV. & SLOPE	
5	11/9/94	CEC	ISSUED FOR BIDS	
4	7/3/91	MCM	ISSUED FOR BIDS	SLW
3	5/22/91	EJR	GENERAL REVISIONS	SLW
2	11/8/90	GLB	REV SLOPE FROM MH-77 TO MH-78	SLW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SLW
0	9/18/89	SEV	ISSUED FOR APPROVAL	

SIMMONS STREET
MH-50 TO MH-76

APPROVED



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

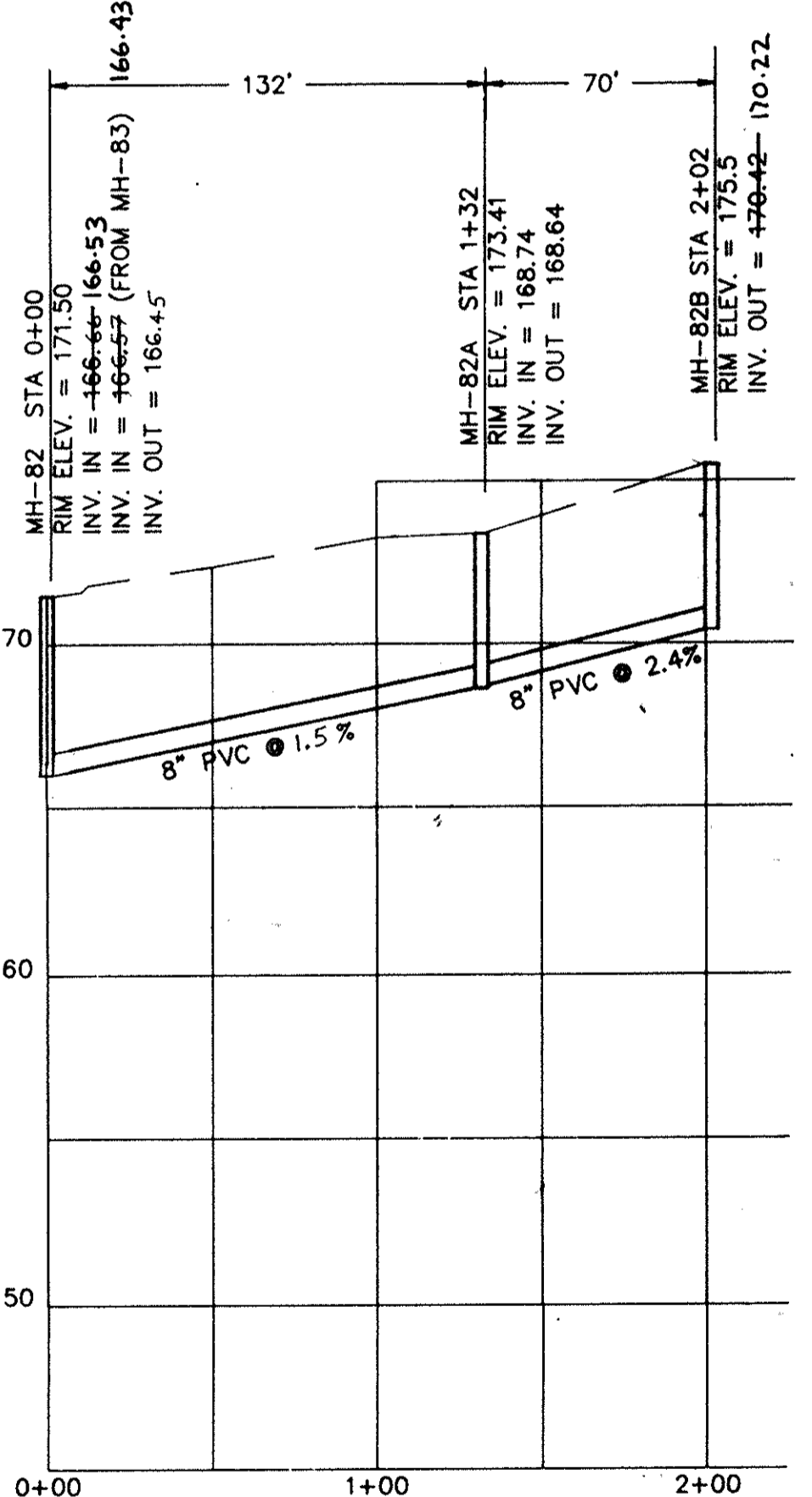
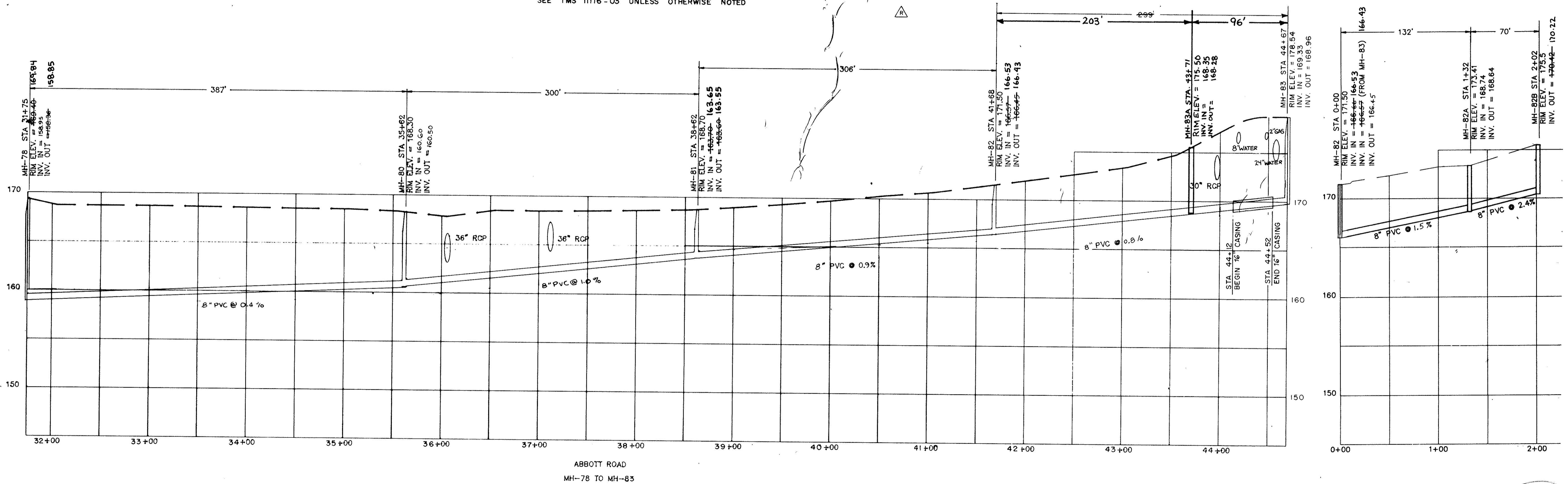
SEWER PLAN & PROFILE
SIMMONS STREET, ABBOTT ROAD, BLUFF ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

DATE	9/18/91	SCALE	HOR. 1"=50' VERT. 1"=5'
PROJECT NO.	88036-1B	DRAWING NO.	180-110



NOTE: LOTS ON SOUTH SIDE OF ABBOTT RD.
SEE TMS 11116-03 UNLESS OTHERWISE NOTED



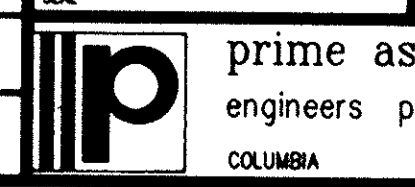
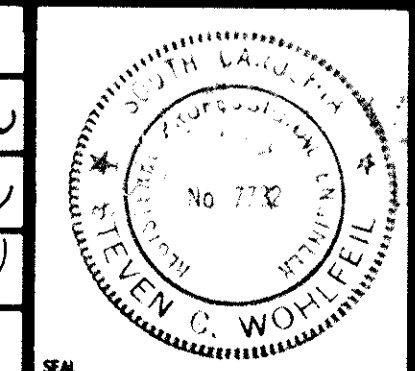
NEAR ABBOTT ROAD
MH-82 TO MH-82B
INSTALLED BY OTHERS

APPROVED

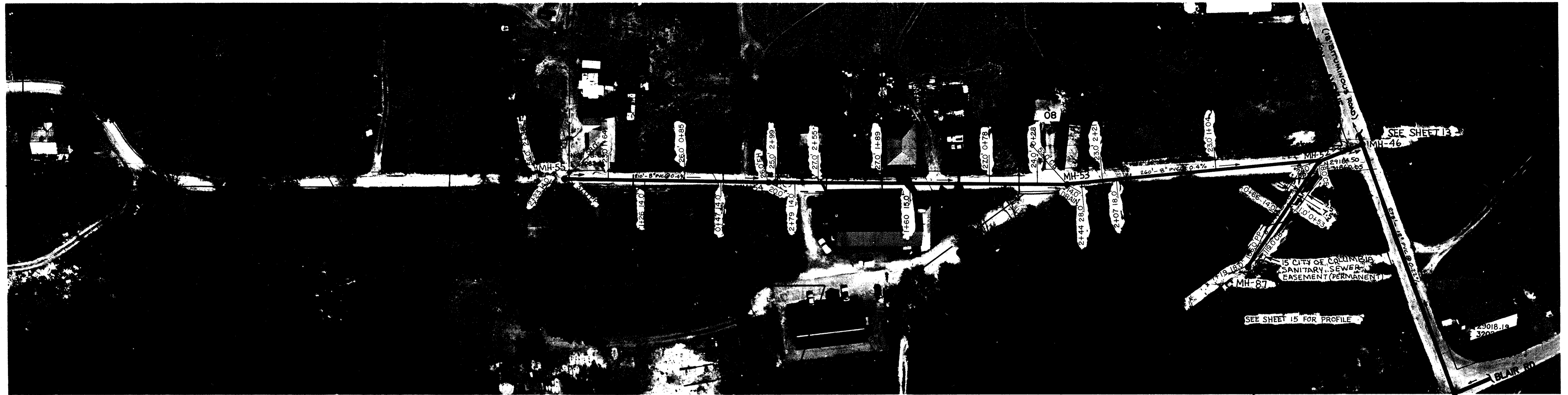
**RECORD DRAWING
ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE
ABBOTT ROAD

REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	11/9/94	CEC	REVISED ALIGNMENT FROM MH-78 TO MH-158	
3	5/22/91	MCM	REVISED INSETS AND SLOPES REVISED PIPE DIA. FROM MH-78 TO MH-83	slw
2	11/8/90	GLB	REV SLOPE FROM MH-78 TO MH-80 REV SLOPE FROM MH-80 TO MH-81	slw
1	6/18/90	GLB	ISSUED FOR APPROVAL	slw
0	9/18/89	SEV	ISSUED FOR APPROVAL	



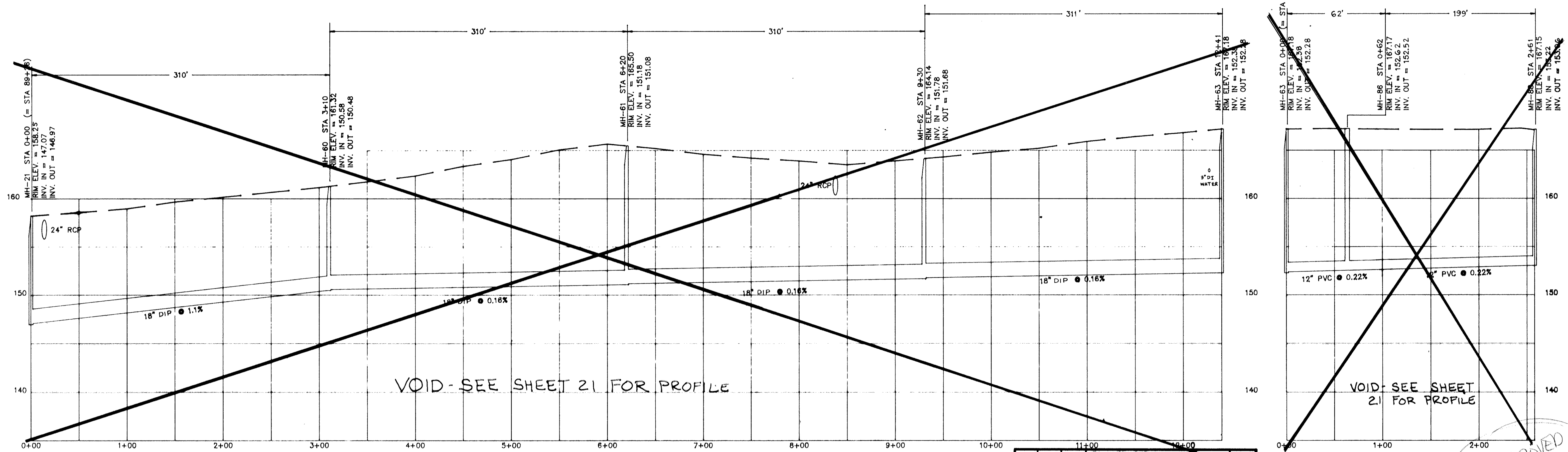
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA	MCM/CAD 9/18/89 DATE	SEV/MCM NOV 1-50 88036-19 SCALE	APP. ATARR 180-16
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NOTE: ALL LOTS LOCATED ON TMS 11115-07 UNLESS OTHERWISE NOTED

NOTE: BARNES STREET IS CURRENTLY BEING UPGRADED FROM DIRT ROAD TO BITUMINOUS PAVEMENT.

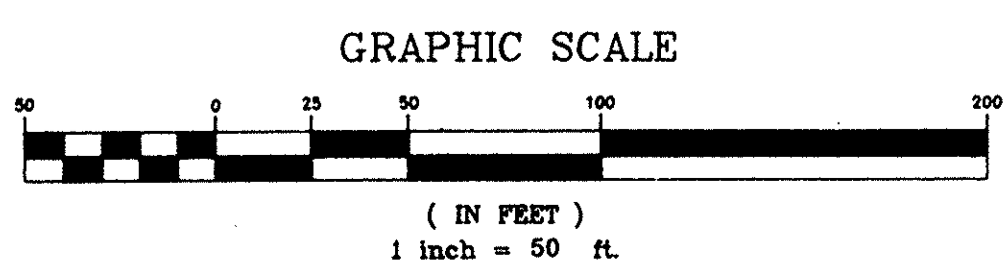
SEE SHEET 22 MH-88
N 28952.88
E 32014.28



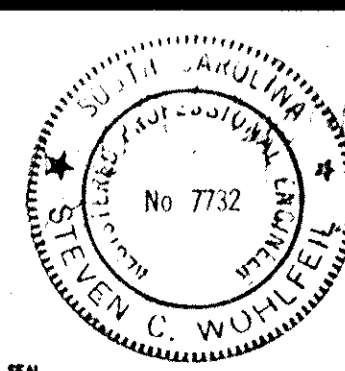
VOID - SEE SHEET 21 FOR PROFILE

VOID - SEE SHEET 21 FOR PROFILE

BARNES STREET
MH-21 TO MH-63



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/5/91	MCM	ISSUED FOR BIDS	SW
3	5/21/91	MCM	GENERAL REVISIONS	SW
2	3/19/91	MCM	REVISED TIE-IN AT MH-66	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	7/18/89	SEV	ISSUED FOR APPROVAL	SW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

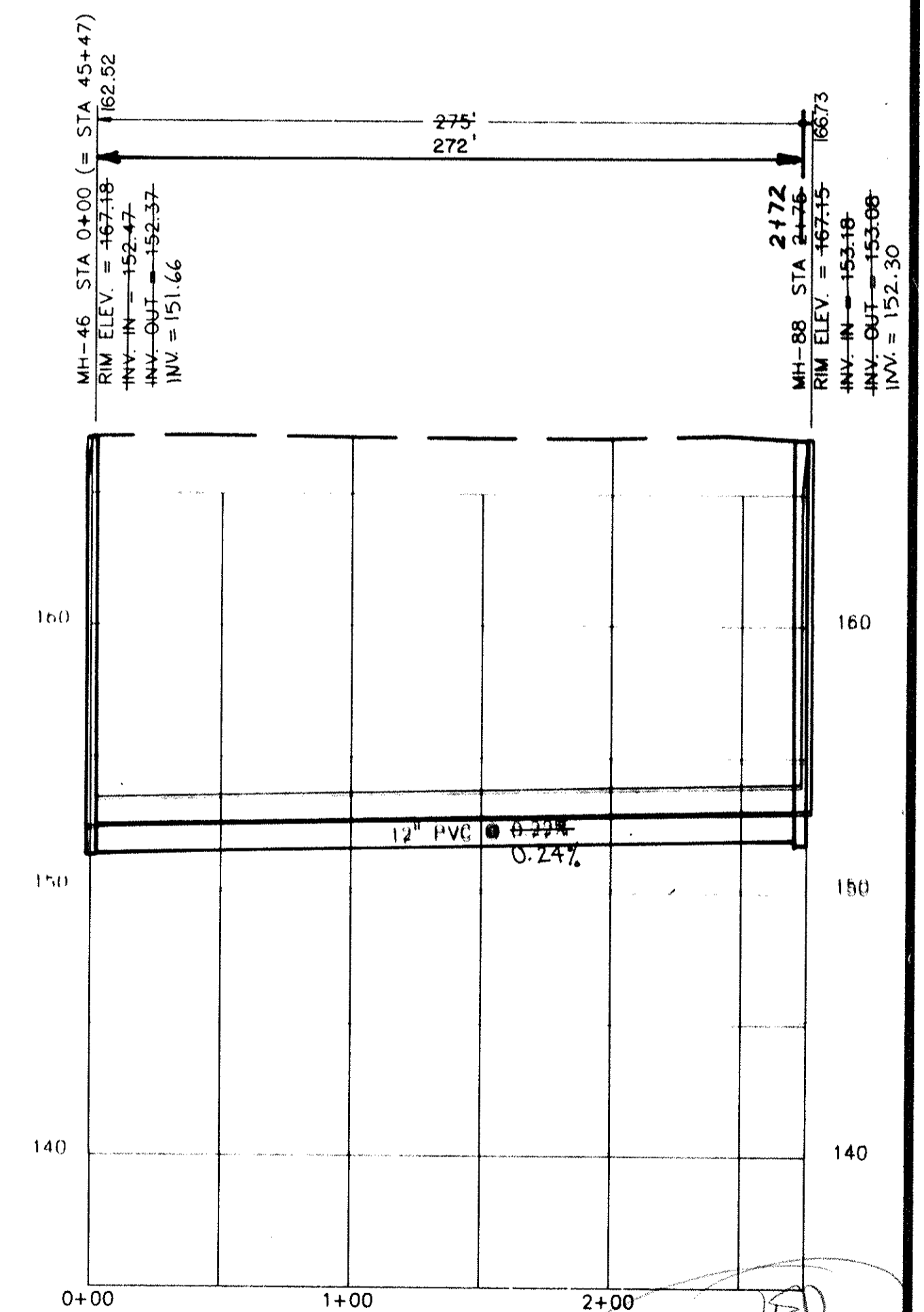
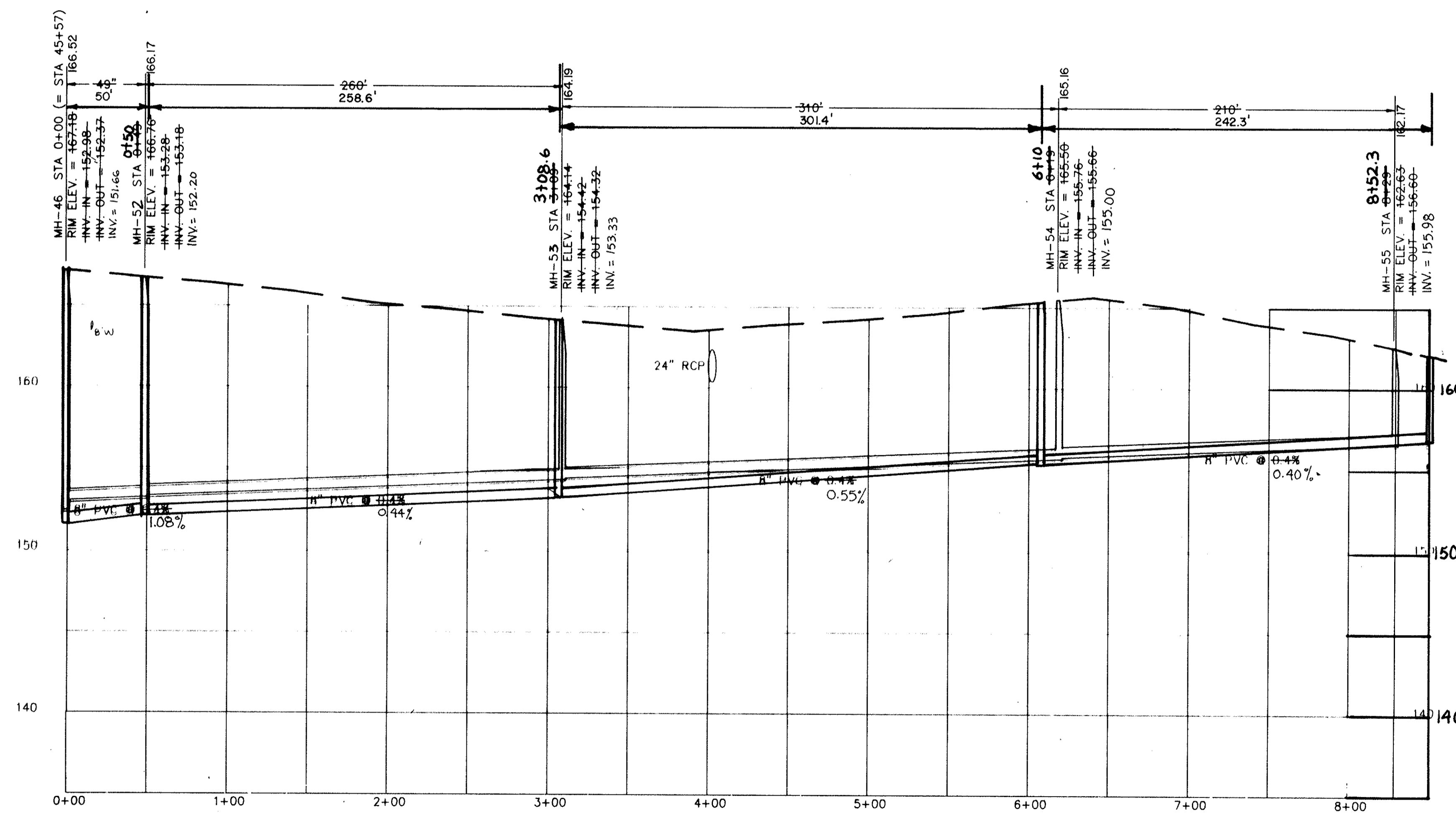
SEWER PLAN & PROFILE
BARNES STREET & ZION AVENUE

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

DESIGN	SEV/MCM	SCW	ATBNS
CHECK	TCW	TCW	TCW
DATE	7/18/89	88036-20	

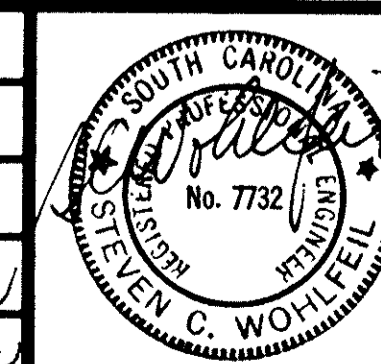
APPROVED

SEE SHEET 20 FOR PLAN VIEW



BARNES STREET
MH-46 TO MH-55

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS	
0	5/27/91	EJR	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

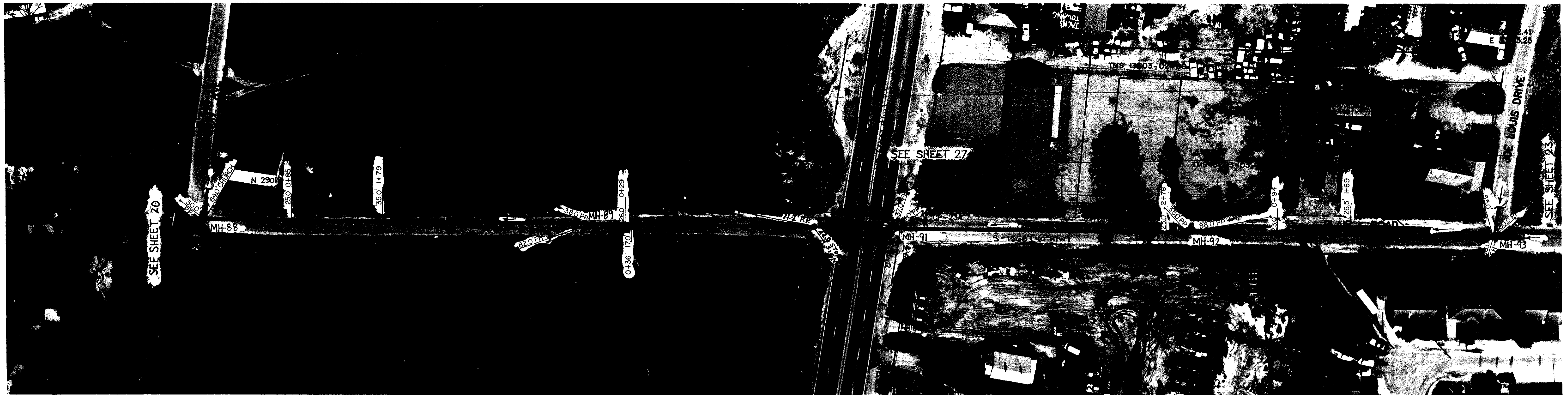
SEWER PROFILES
BARNES STREET & ZION AVENUE

P prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

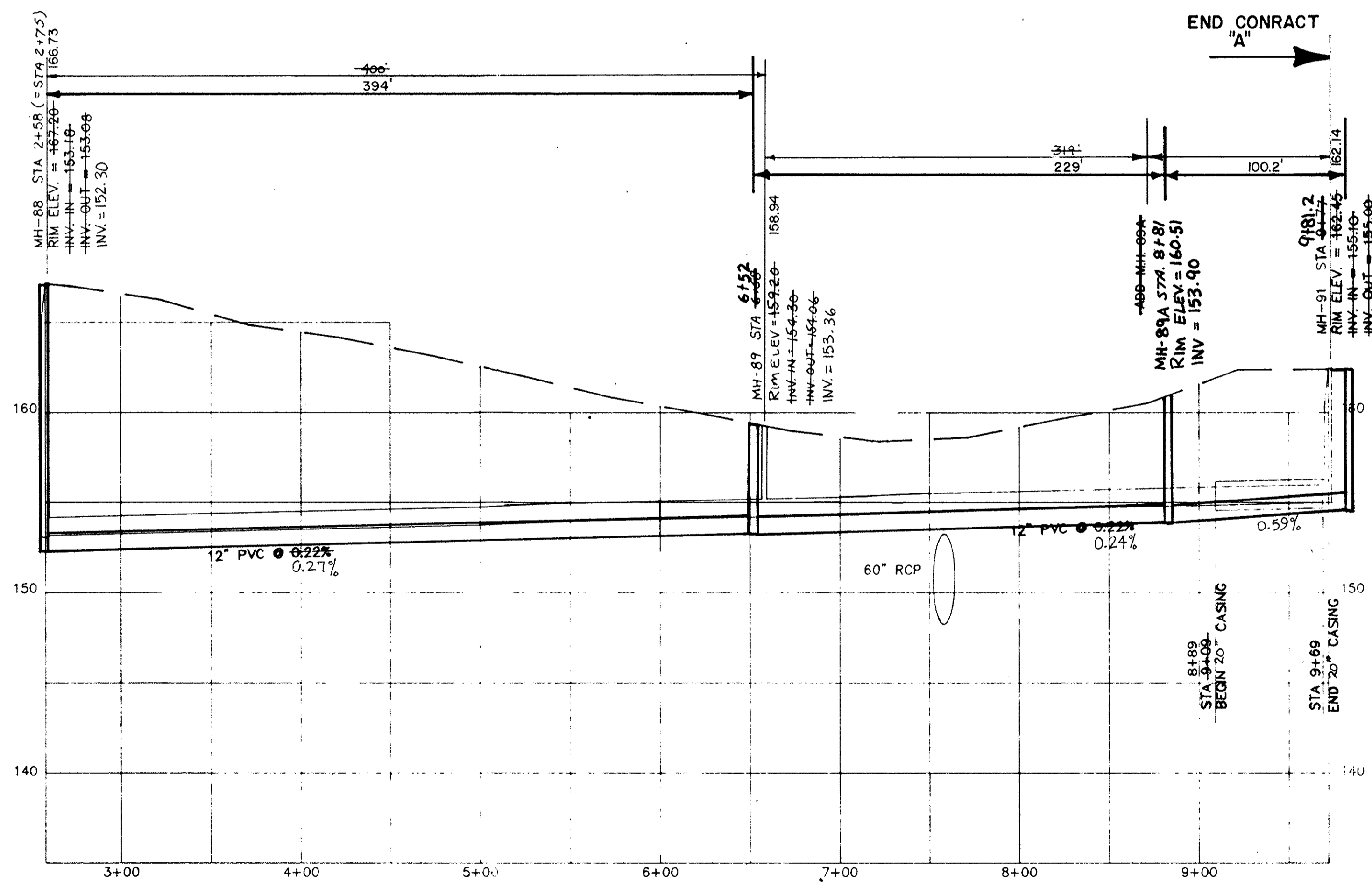
DATE: 5/22/91
SCALE: 1"=40'

88036-21

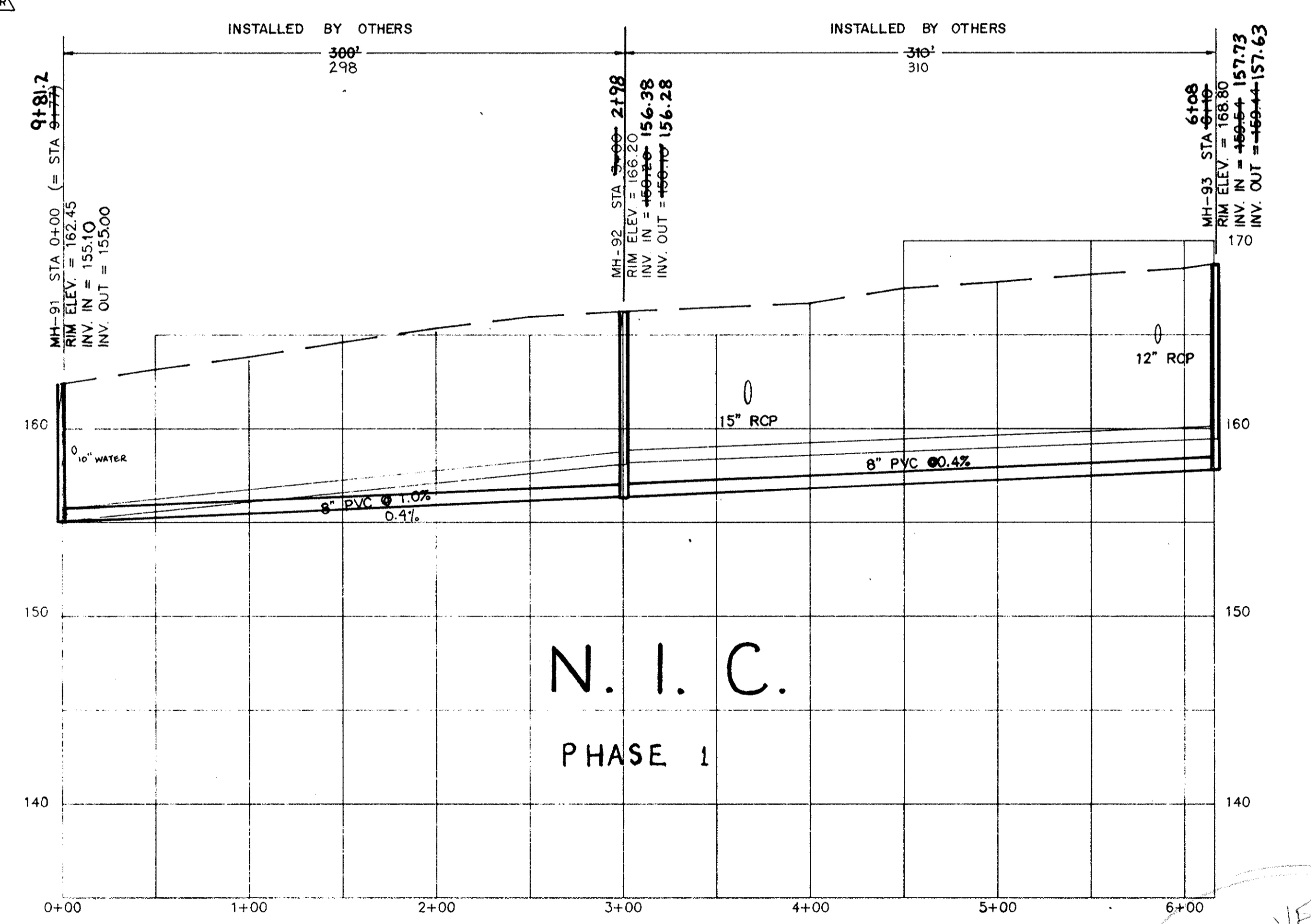
APPROVED



NOTE: ALL LOTS SEE TMS 1115-04
UNLESS OTHERWISE NOTED

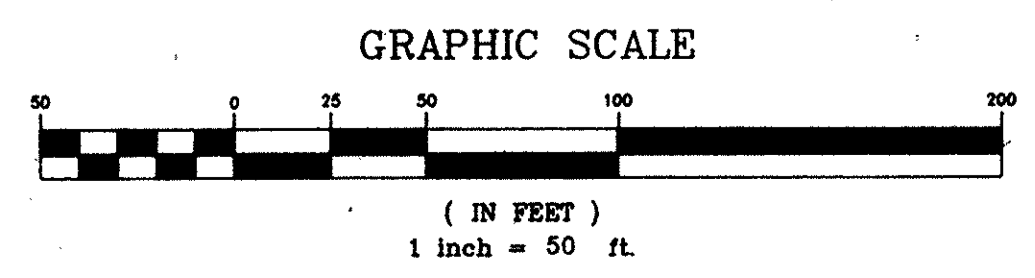


BLAIR ROAD
MH-88 TO MH-91

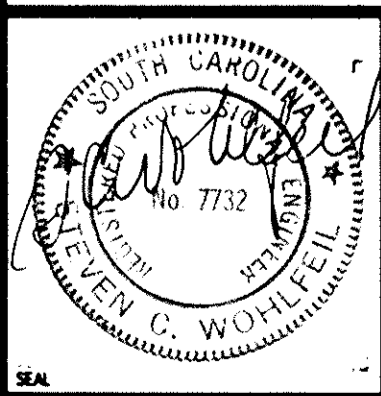


N. I. C.
PHASE 1

BLAIR ROAD MH-91 TO MH-93



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/96	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SCW
2	9/23/91	EJR	GENERAL REVISIONS	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	7/18/89	SEV	ISSUED FOR APPROVAL	SCW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
BLAIR ROAD

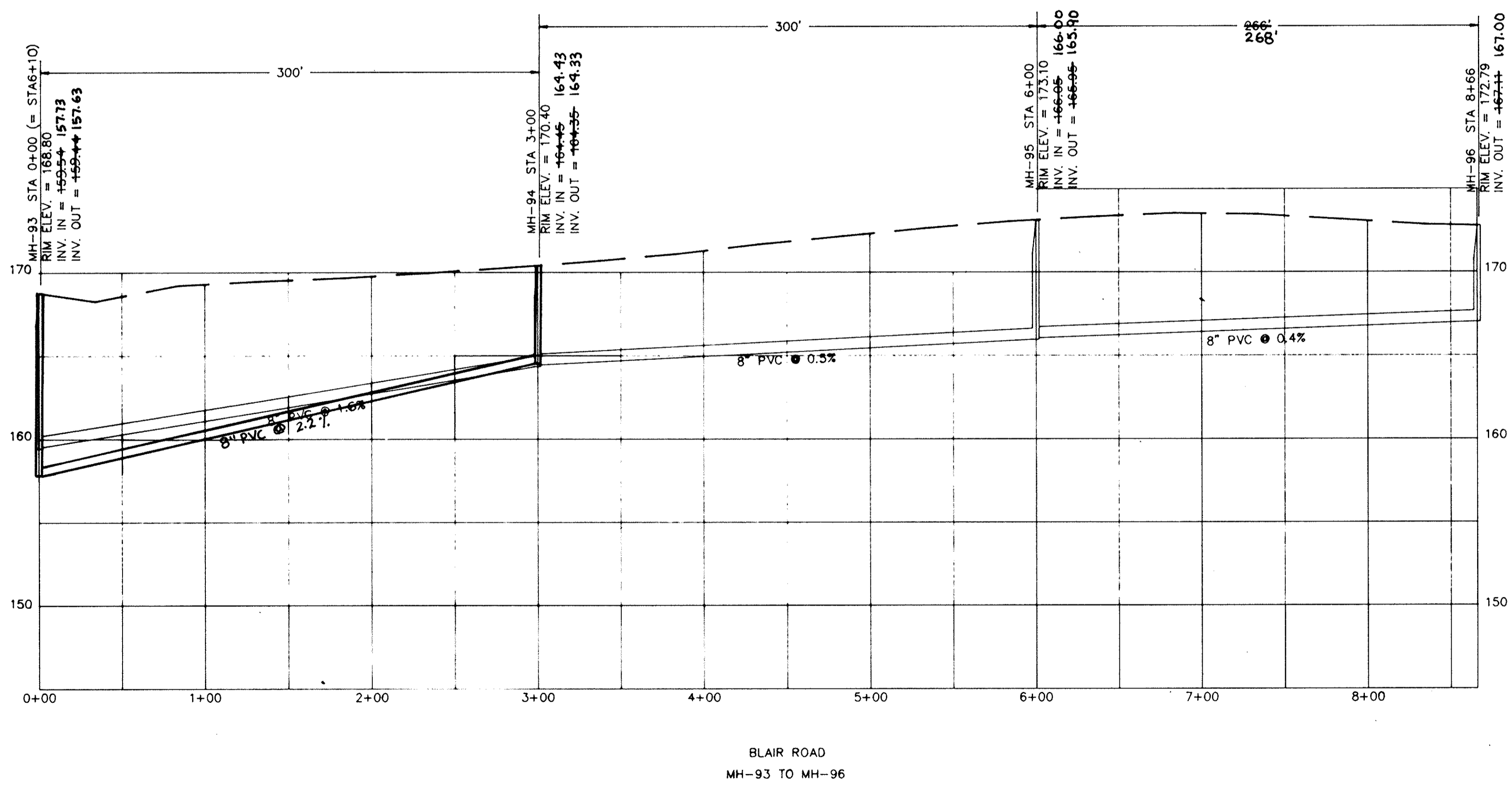
prime associates, inc.
engineers planners surveyors

9/18/89
88036-22

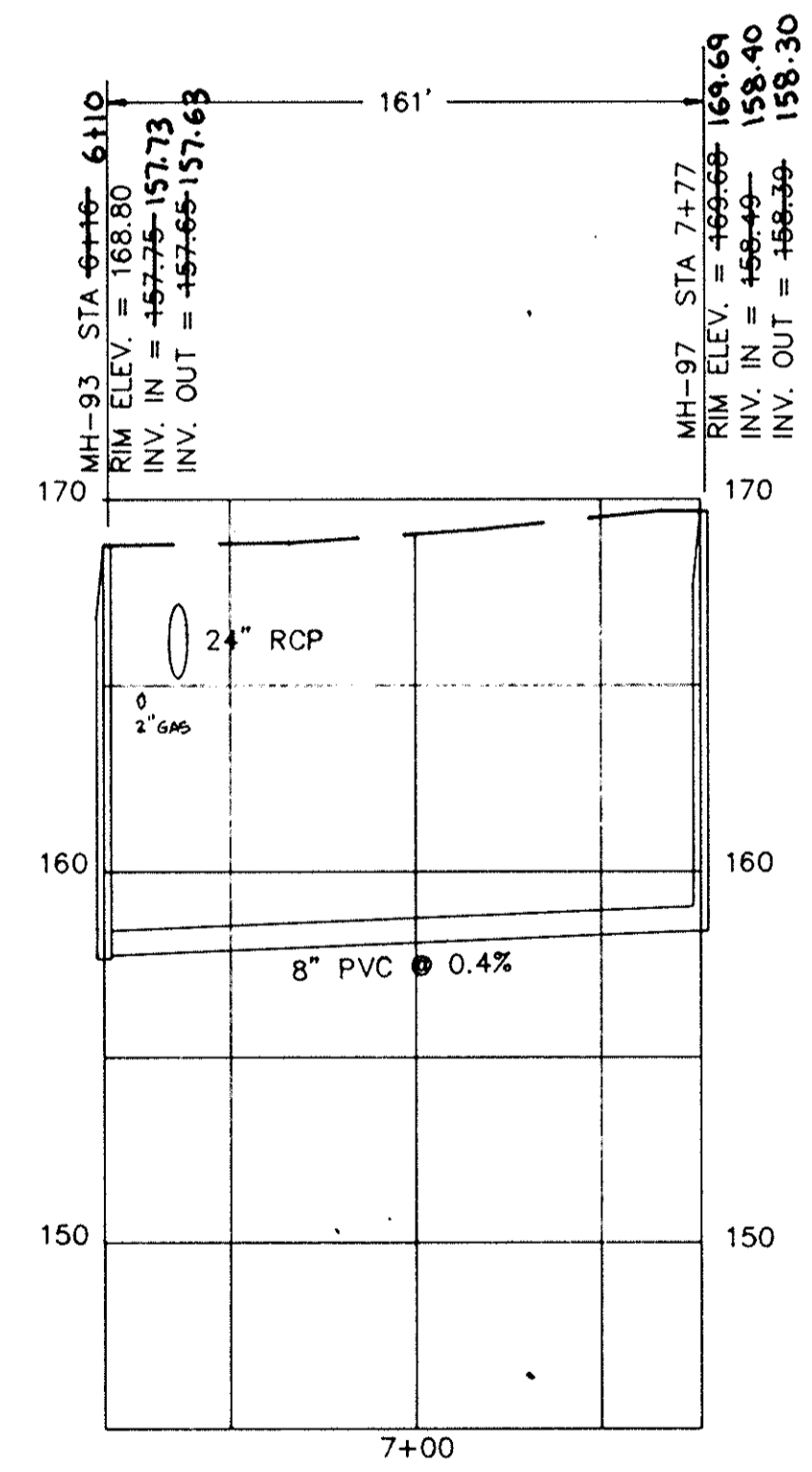
APPROVED



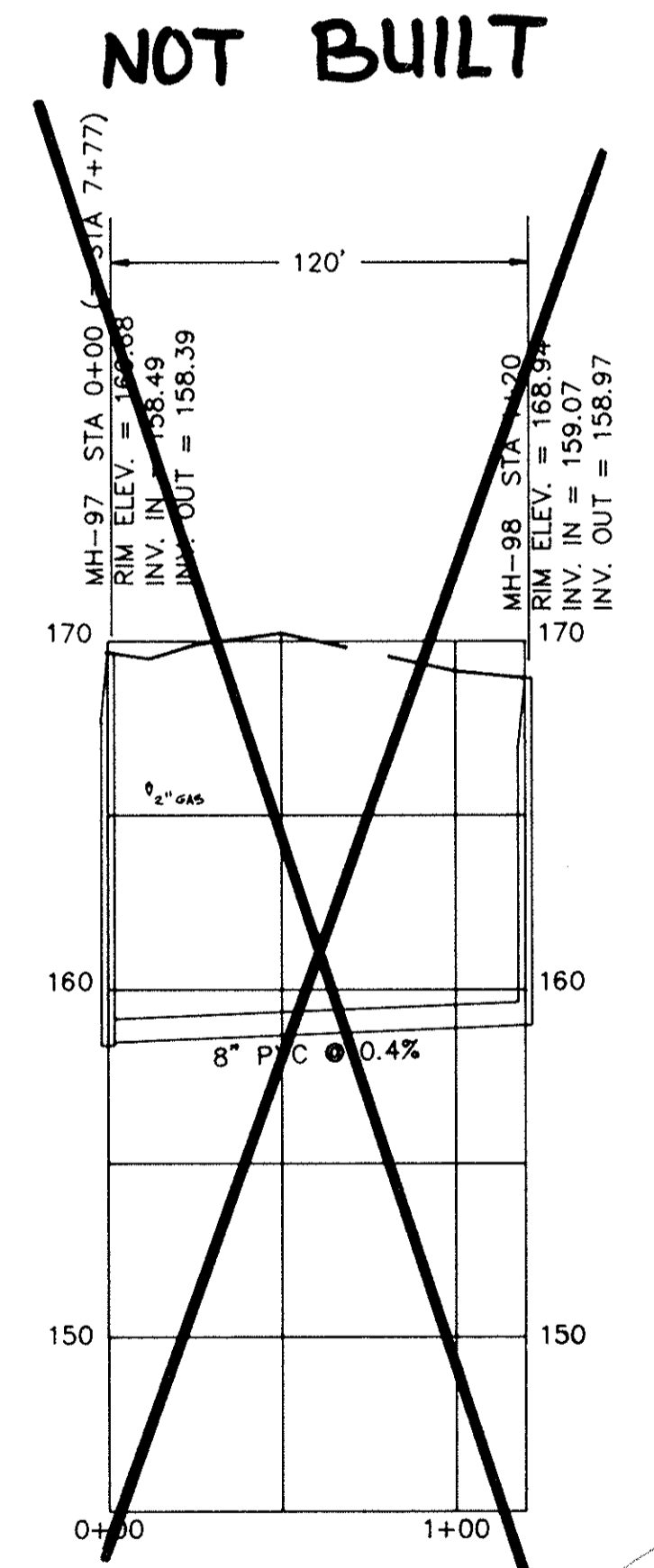
NOTE: ALL LOTS LOCATED ON TMS 13604 EXCEPT WHERE OTHERWISE NOTED.



BLAIR ROAD
MH-93 TO MH-96

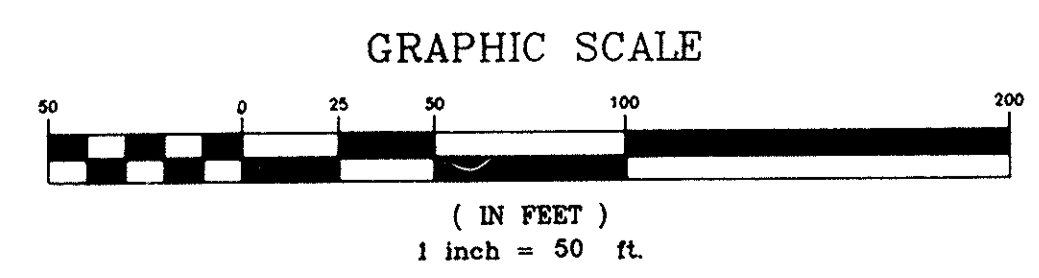


JOE LOUIS DR
MH-93 TO MH-97



NEAR JOE LOUIS DR
MH-97 TO MH-98

APPROVED



3	TCW	REVISED PER COMMENTS	
1	5/15/95	TCW	RECORD DRAWING
1	6/18/90	GLB	ISSUED FOR APPROVAL
0	9/18/89	SEV	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION
REVISION			

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

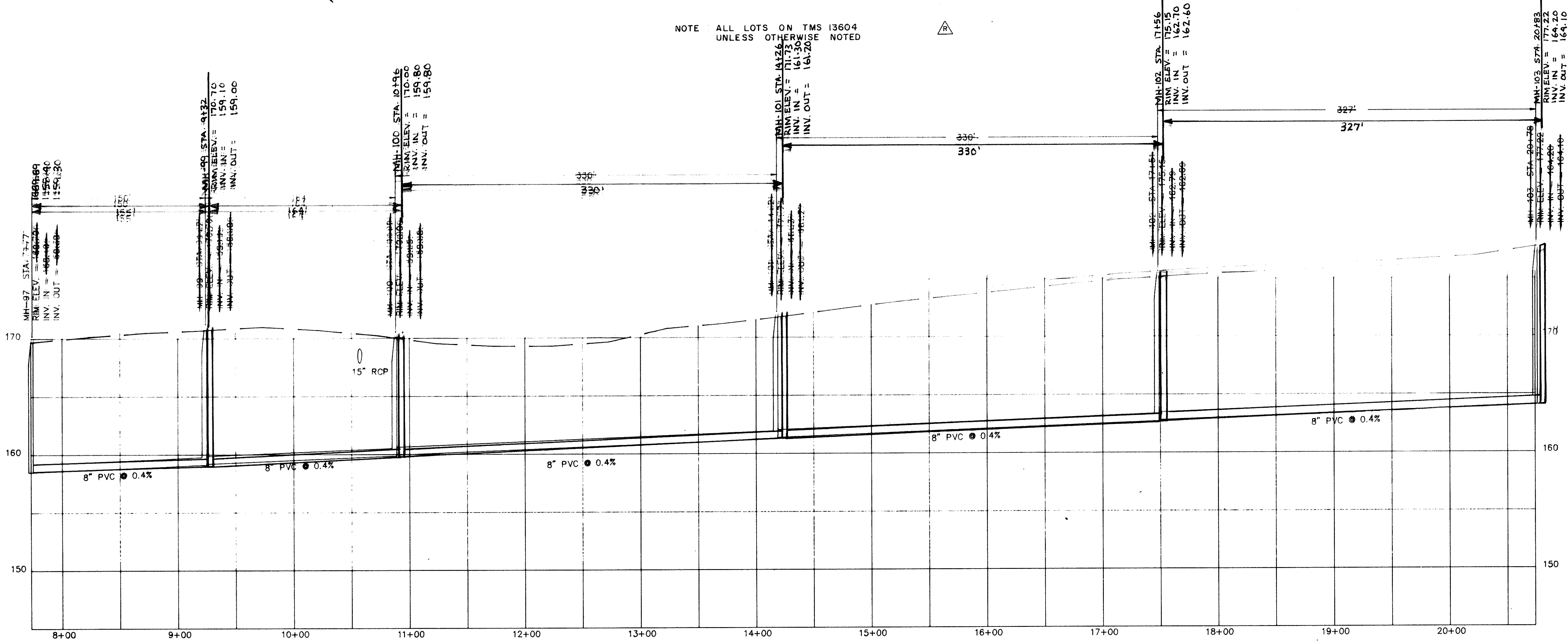
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
BLAIR ROAD

NO. / CNO	REV. / MCH	DATE	FILE	REVISION
88036-23		9/18/89		

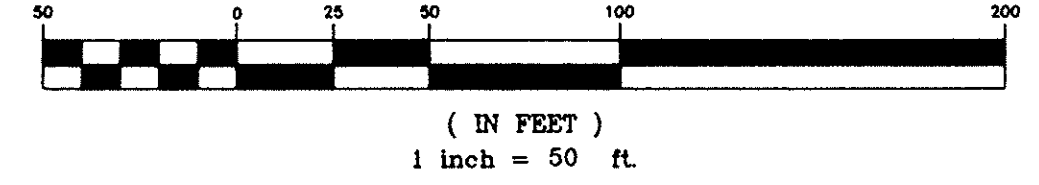


NOTE ALL LOTS ON TMS 13604
UNLESS OTHERWISE NOTED



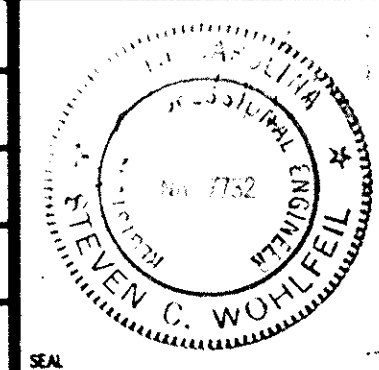
JOE LOUIS DRIVE
MH-97 TO MH-103

GRAPHIC SCALE



APPROVED

3	TCW	REVISED PER COMMENTS	
1	GLS	ISSUED FOR APPROVAL	SW
0	SEV	ISSUED FOR APPROVAL	
REV.	DATE	BY	DESCRIPTION
REVISION			



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

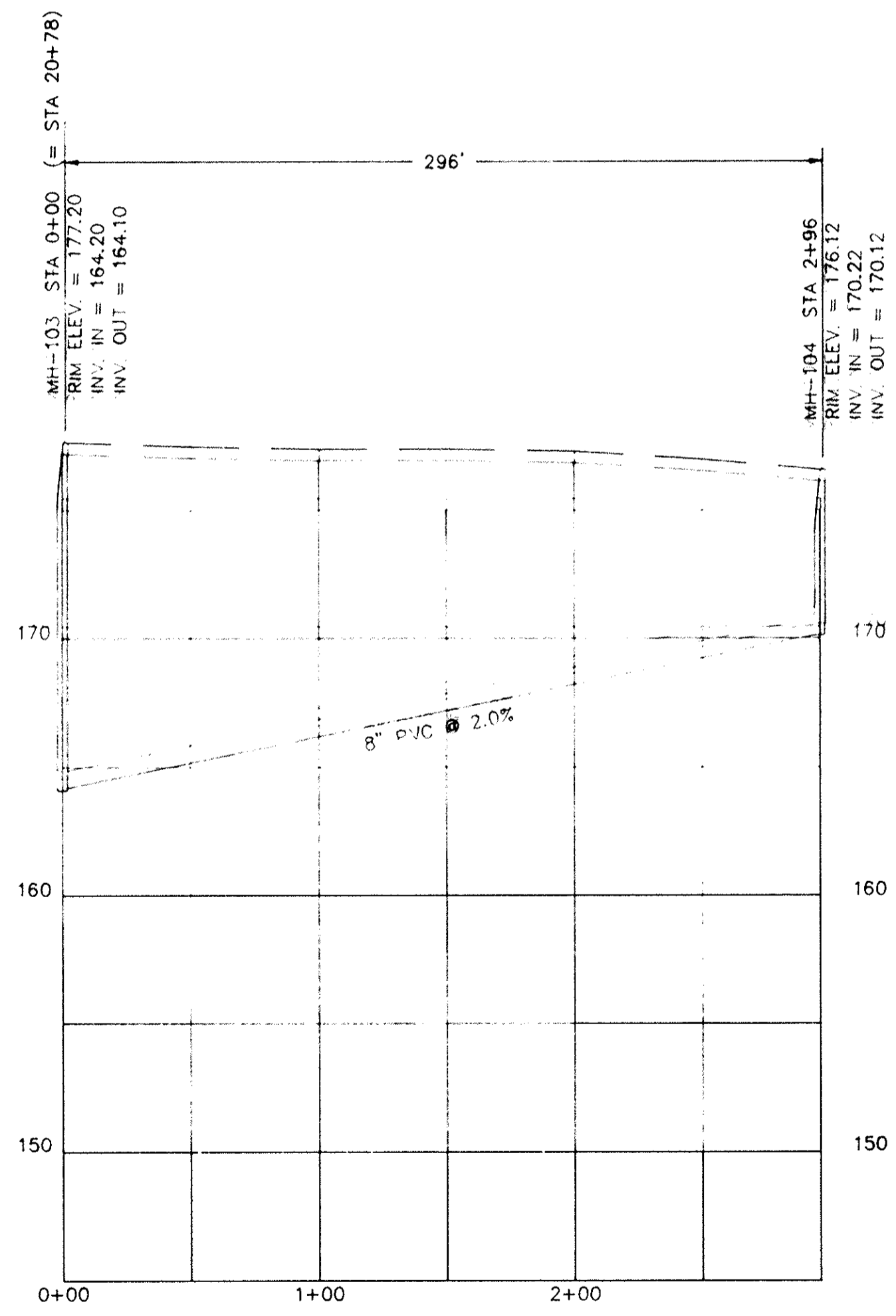
SEWER PLAN & PROFILE
JOE LOUIS DRIVE

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

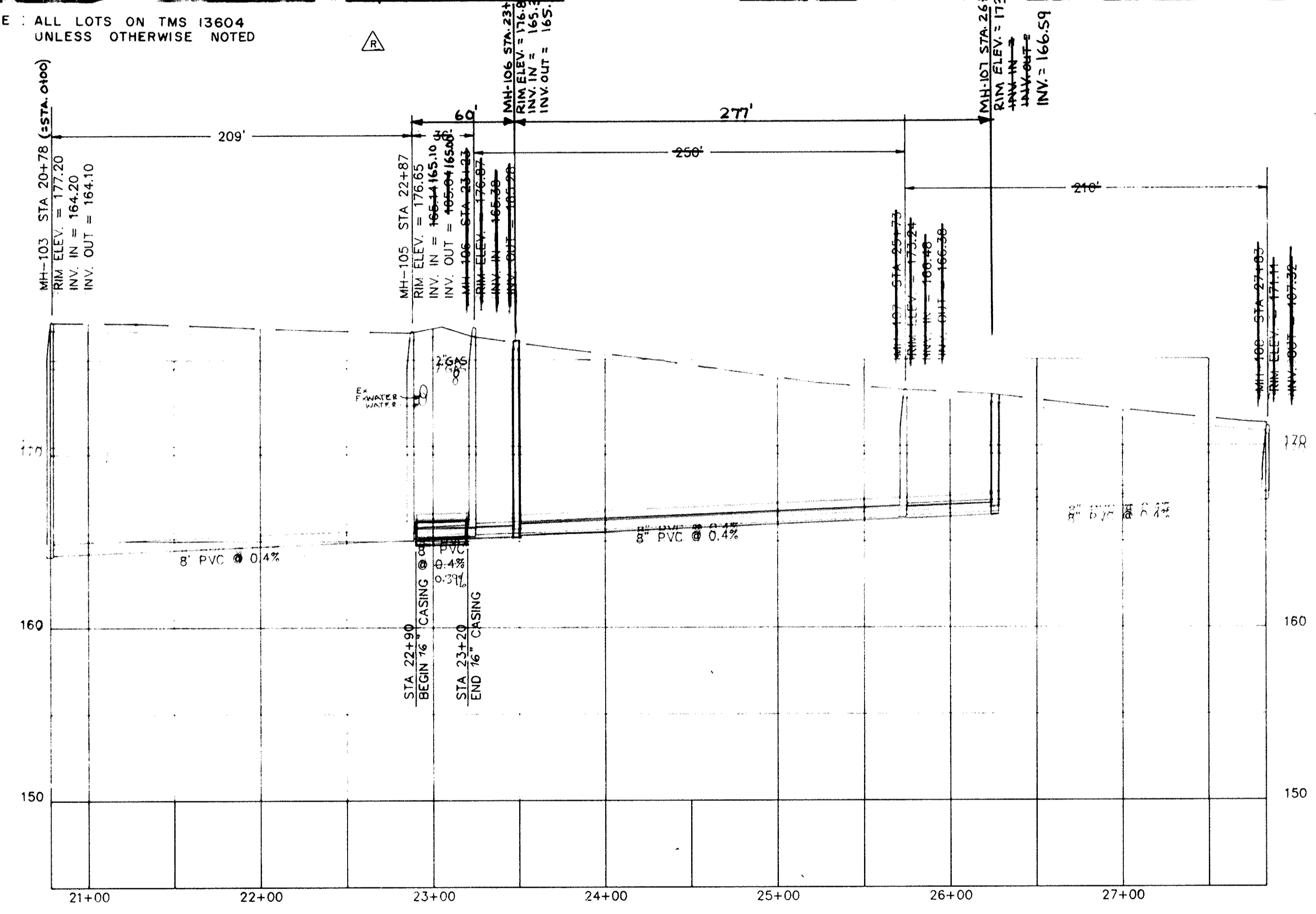
MCM/CAD	SEV/MCM	SCW	ATAD	RTSD
9/18/89	9/18/89	88036-24		
DATE	SCALE	DATE		



NOTE: ALL LOTS ON TMS 13604 UNLESS OTHERWISE NOTED

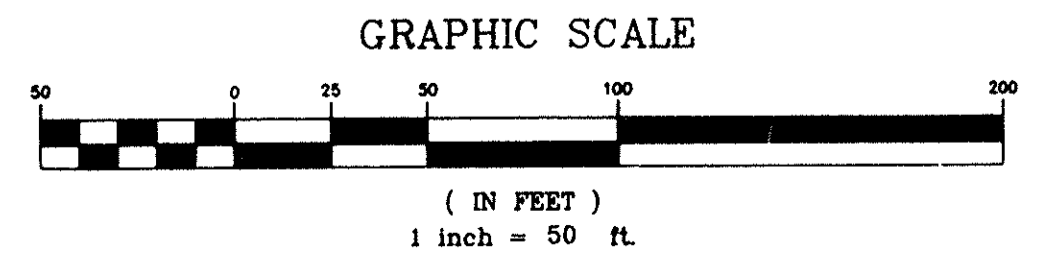


SHOP ROAD
MH-103 TO MH-104

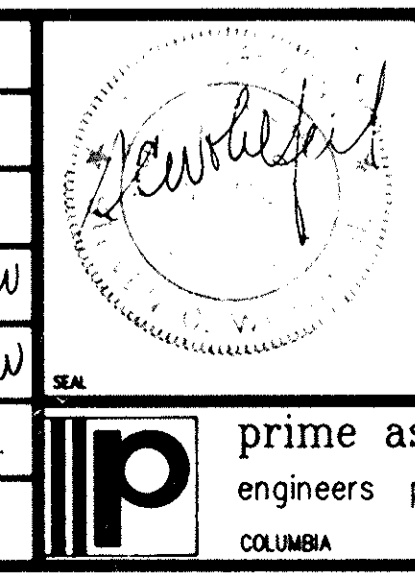


SHOP ROAD
MH-103 TO MH-108

APPROVED



3	TCW	REVISED PER COMMENTS	
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0	9/18/89	SEV	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION
REVISION			

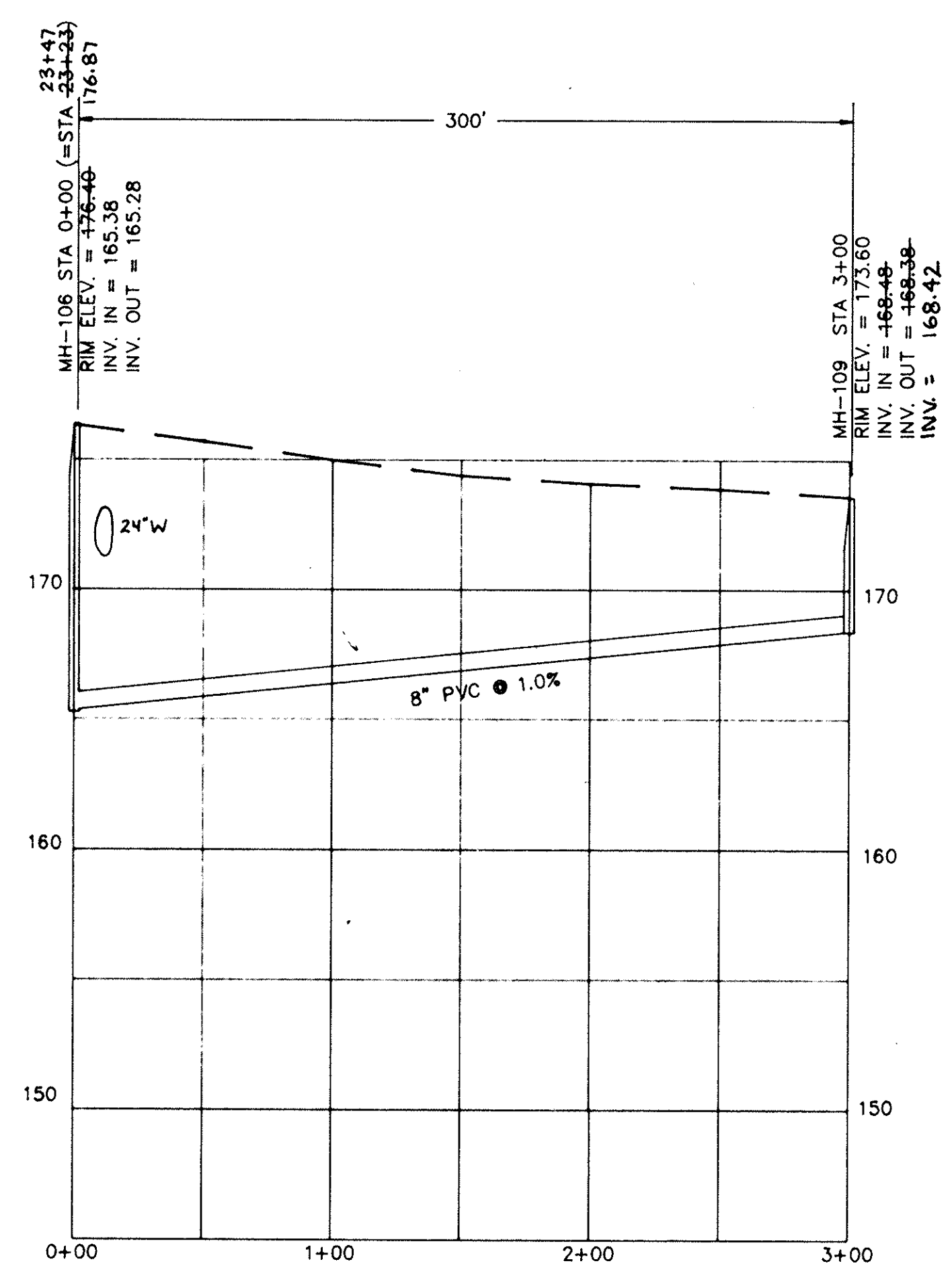
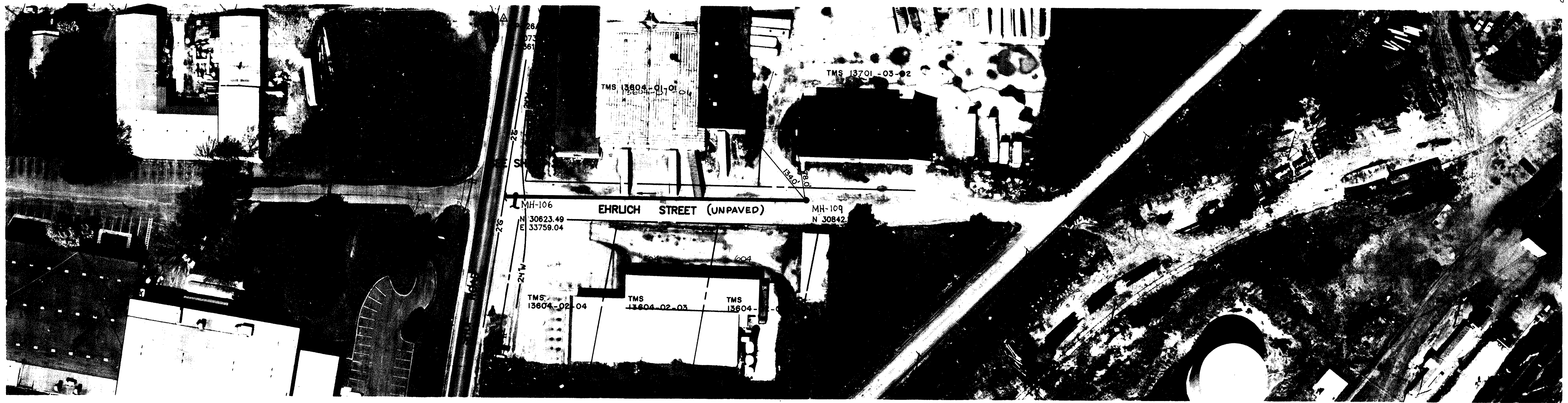


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

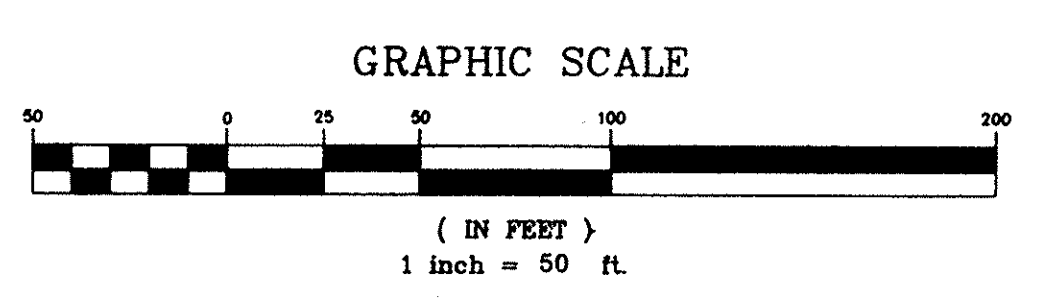
SEWER PLAN & PROFILE
SHOP ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

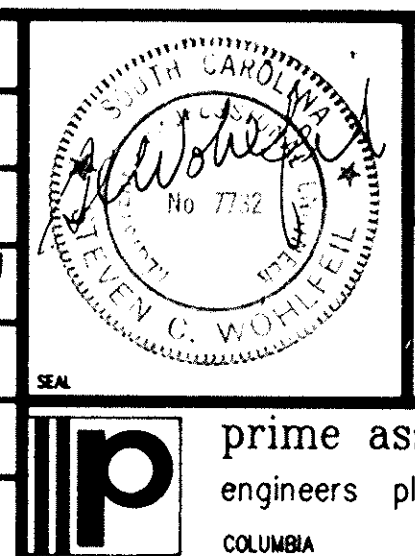
DATE: 9/18/89
SCALE: 1"=50'
SHEET: 25 OF 25
PROJECT: 88036-25



EHRlich STREET
MH-106 TO MH-109



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
△	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	SW
0	3/18/89	SEV	ISSUED FOR APPROVAL	SW



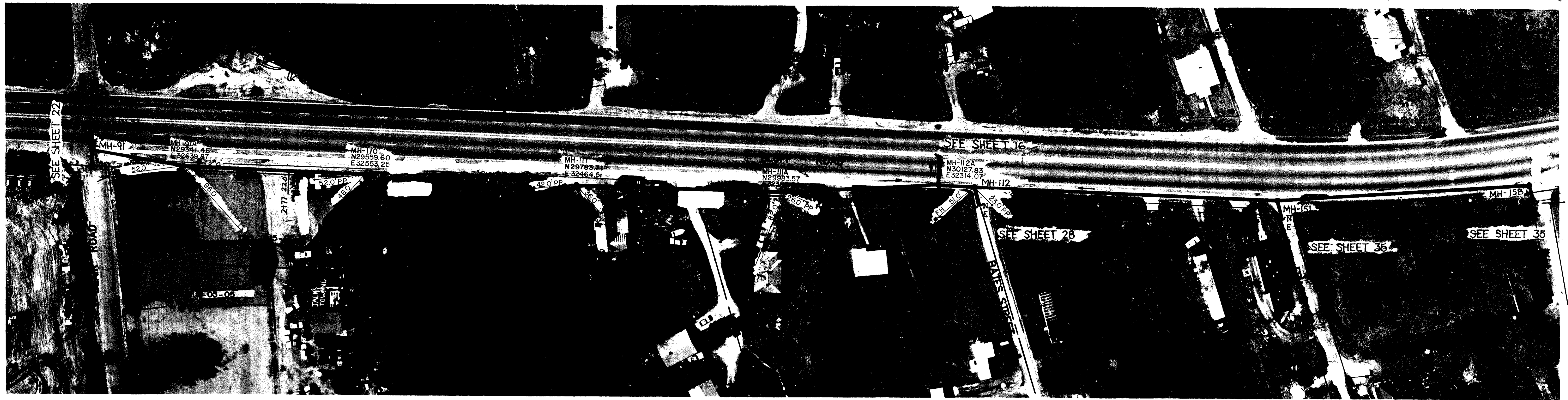
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
EHRlich STREET

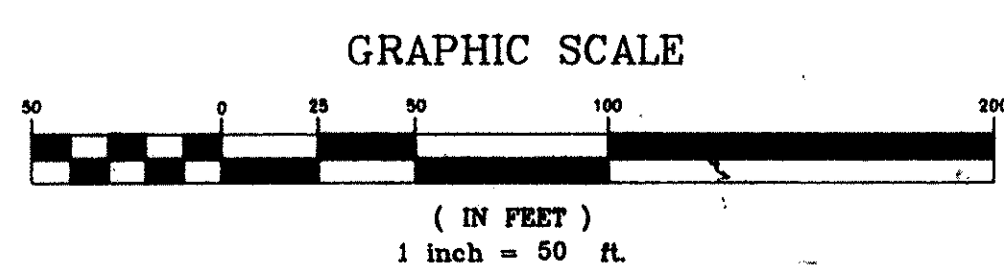
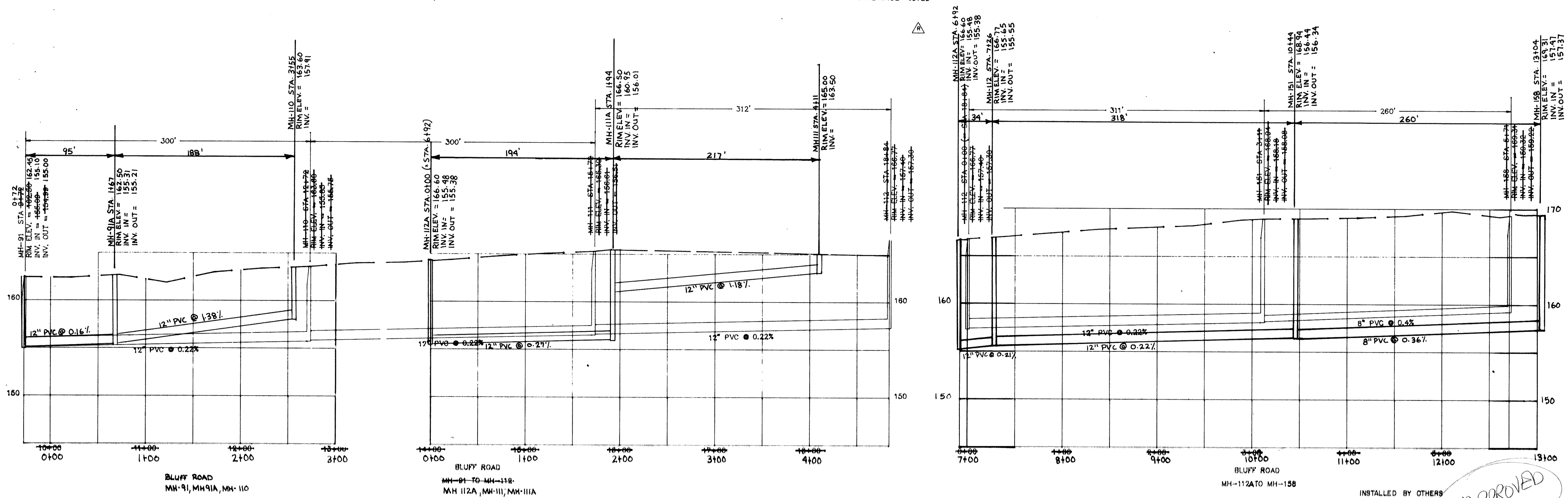
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

WCA/CAD DWG	REV/ACR SEV	SCW CHK	ATERCH FILE
9/18/89	NOV 1"-50"	88036- 2 G	
DATE	SCALE	DWG. NO.	

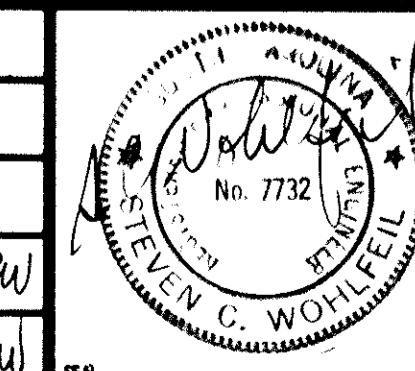
APPROVED



NOTE: SEE TMS 11116-04
UNLESS OTHERWISE NOTED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	8/15/95	TCW	RECORD DRAWING	
2	11/9/94	CEC	REVISED ALIGNMENT ALONG BLUFF RD. ADDED BORE AT MH-112A, CHANGED ϕ	
1	6/18/90	GLB	ISSUED FOR APPROVAL	<i>GLB</i>
0	9/18/89	SEV	ISSUED FOR APPROVAL	<i>SEV</i>



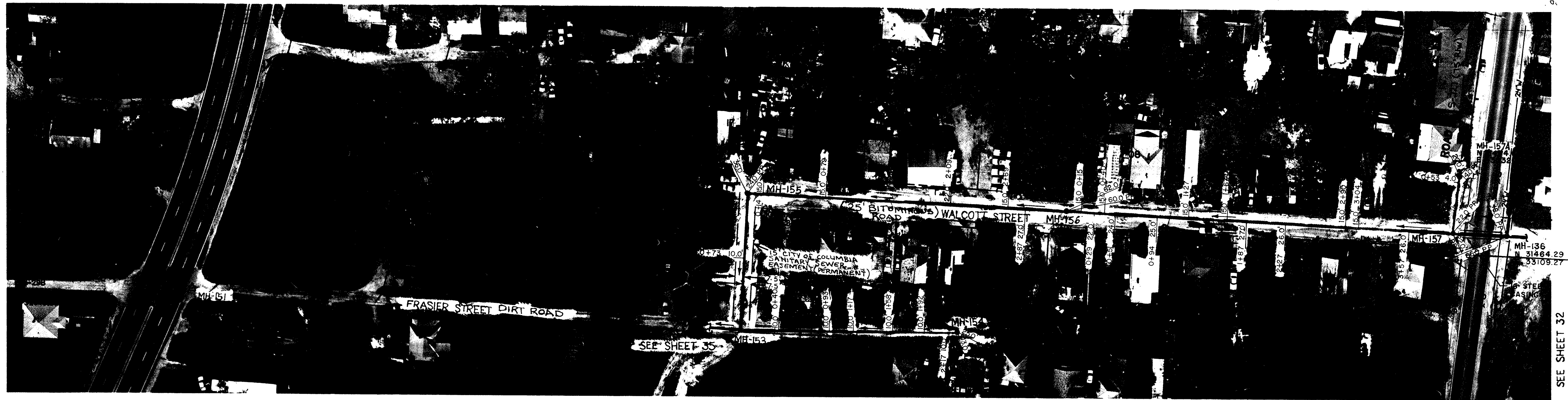
RECORD DRAWING
ARTHUR TOWN SEWER SYSTEM

SEWER PLAN & PROFILE
BLUFF ROAD

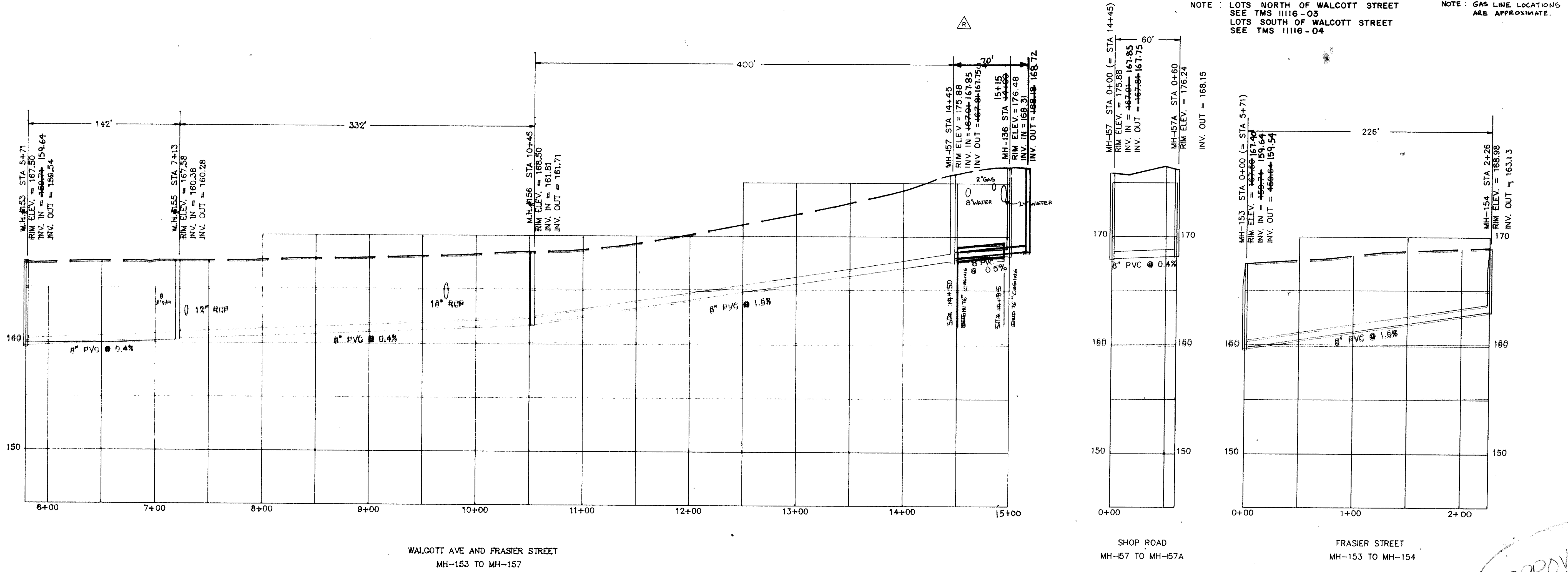
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NO.	DATE	DESCRIPTION	BY	APP.
1	9/18/89 <td>FOR 1"=50' HORIZ. 1"=5' VERT. SCALE <td>SEV <td></td> </td></td>	FOR 1"=50' HORIZ. 1"=5' VERT. SCALE <td>SEV <td></td> </td>	SEV <td></td>	

APPROVED



SEE SHEET 32



NOTE: LOTS NORTH OF WALCOTT STREET SEE TMS 11116-03 LOTS SOUTH OF WALCOTT STREET SEE TMS 11116-04

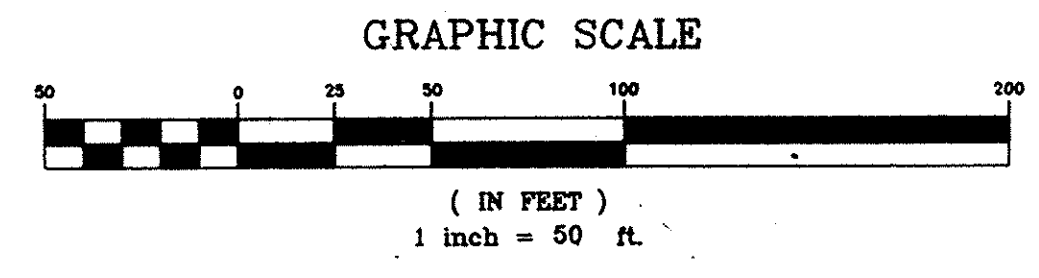
NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.

WALCOTT AVE AND FRASIER STREET
MH-153 TO MH-157

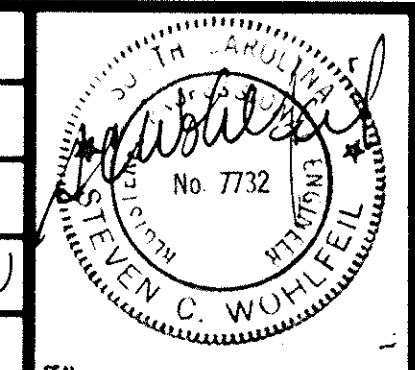
SHOP ROAD
MH-157 TO MH-157A

FRASIER STREET
MH-153 TO MH-154

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/16/90	GLB	ISSUED FOR APPROVAL	
0	7/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

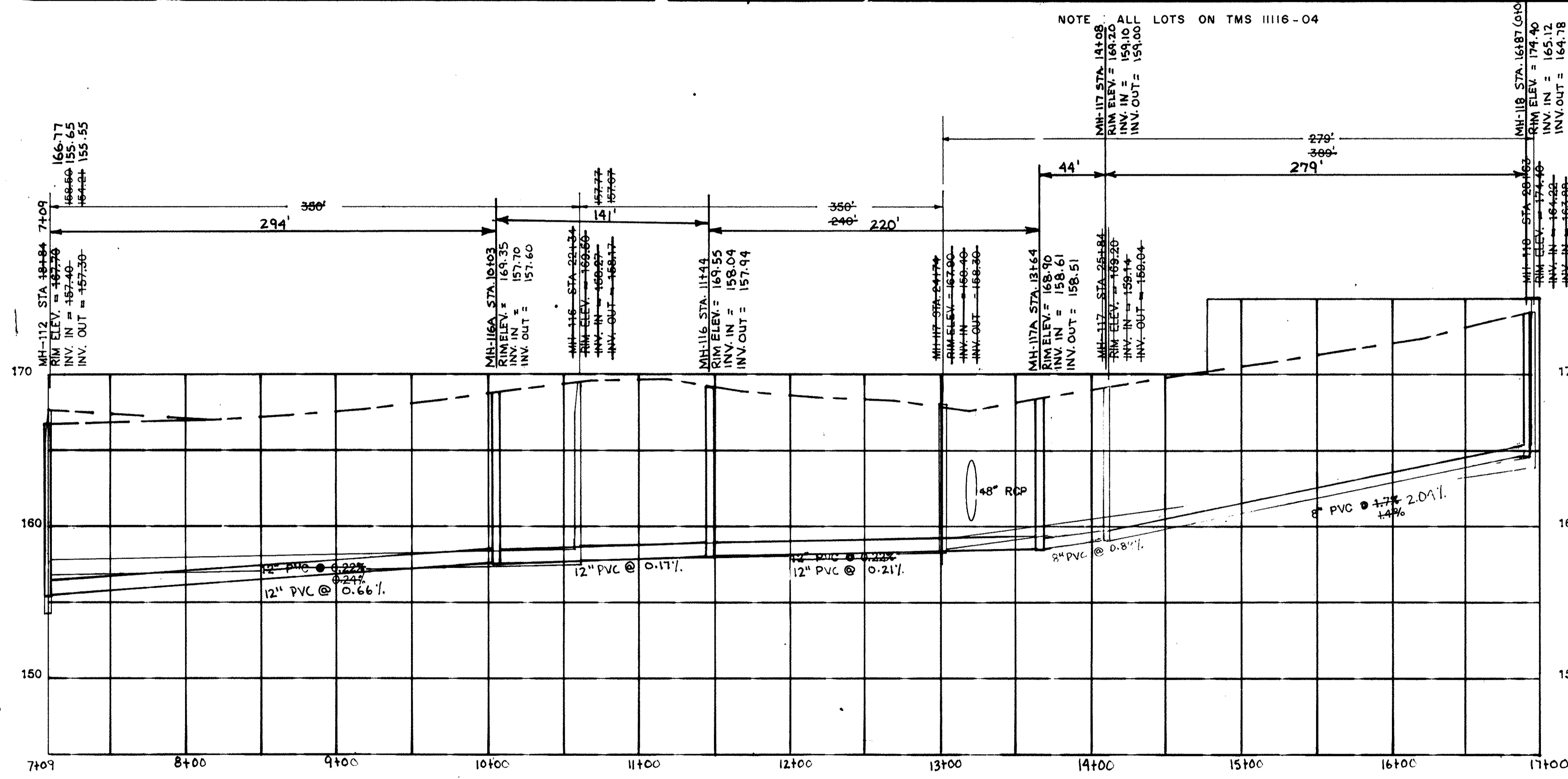
SEWER PLAN & PROFILE
FRASIER STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

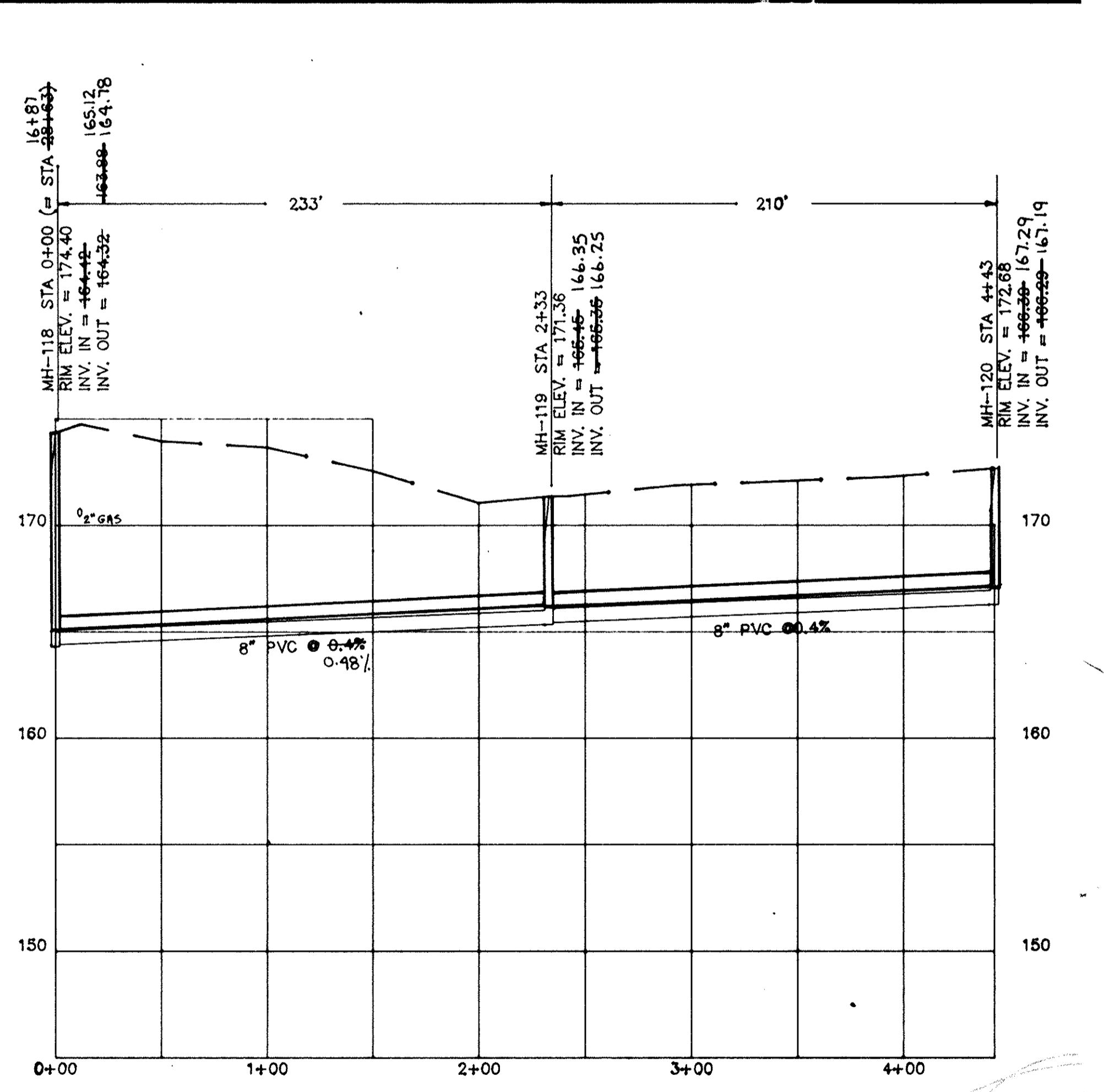
MCA/CAD	SEV/MCH	SCW	ATR/2	RETR
1/18/89	1/18/89	88036-56		
DATE	DATE	SCALE	FIG. NO.	



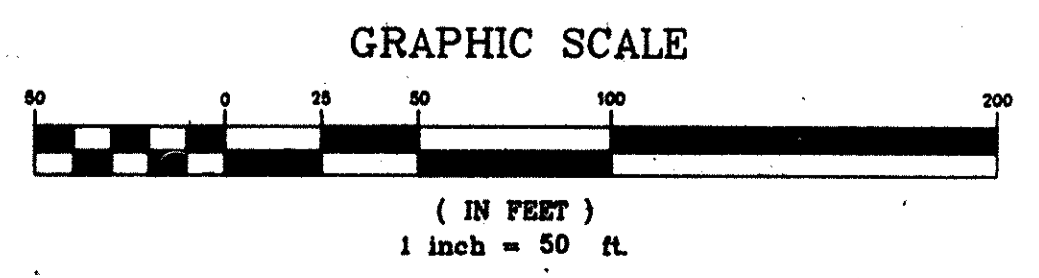
NOTE ALL LOTS ON TMS 11116-04



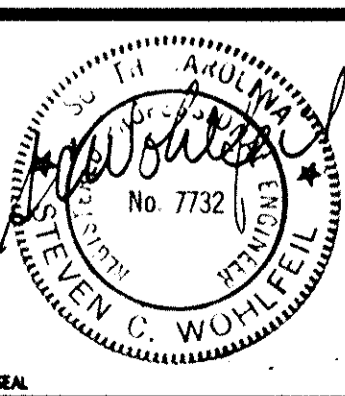
BATES STREET
MH-112 TO MH-118



OFF BATES STREET
MH-118 TO MH-120
INSTALLED BY OTHERS



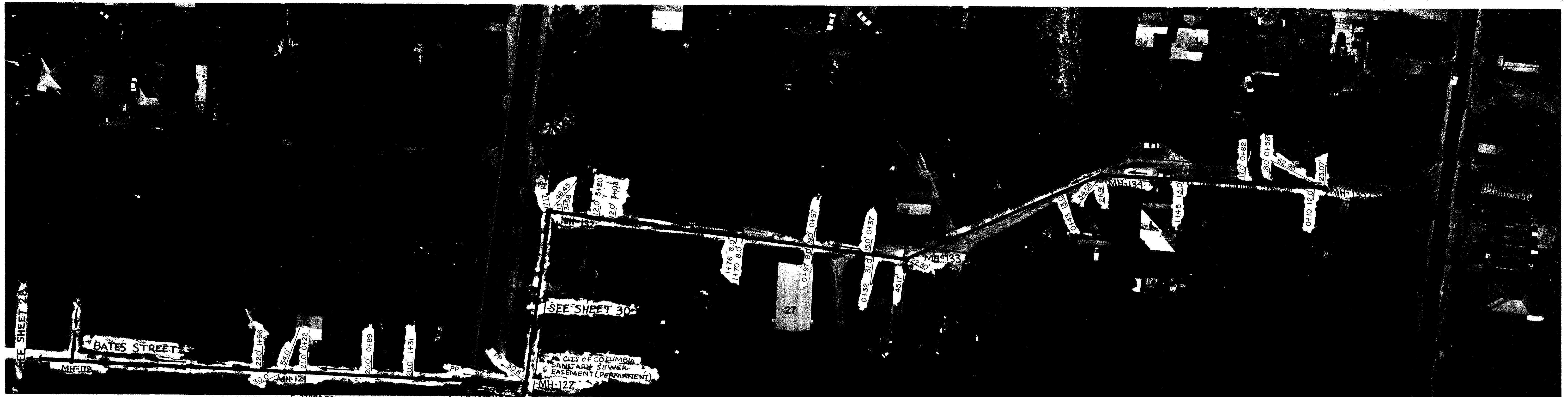
REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	12/5/95	CEC	REVISED LOCATION, INV. & SIZE MH-112 TO 118	
2	11/9/95	CEC	REVISED INV. MH-112	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM
SEWER PLAN & PROFILE
BATES STREET

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA
88036-28
DATE 9/18/95
SCALE 1"=50'

APPROVED

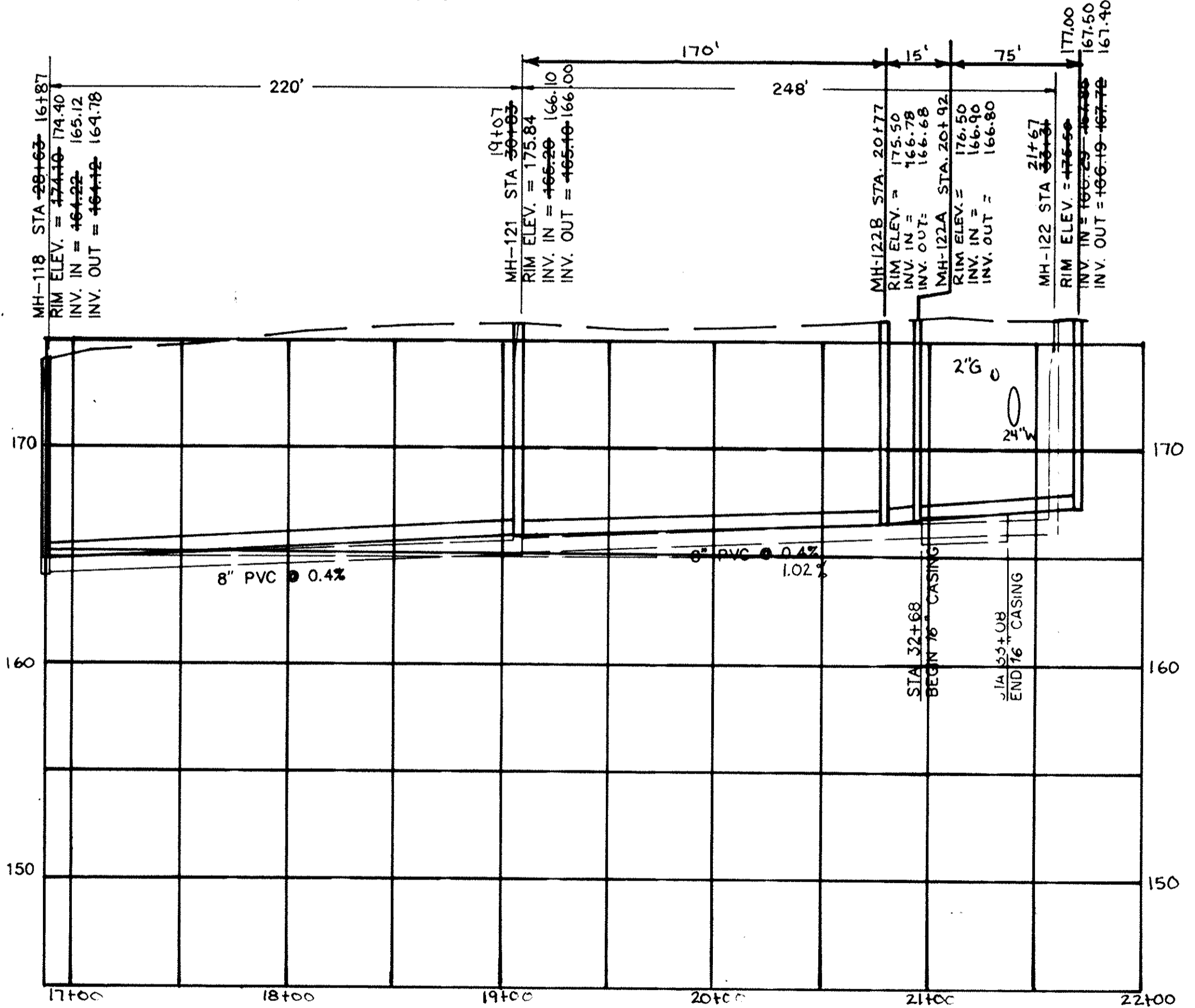


NOTE: LOTS SW OF SHOP RD.
SEE TMS 11116-04

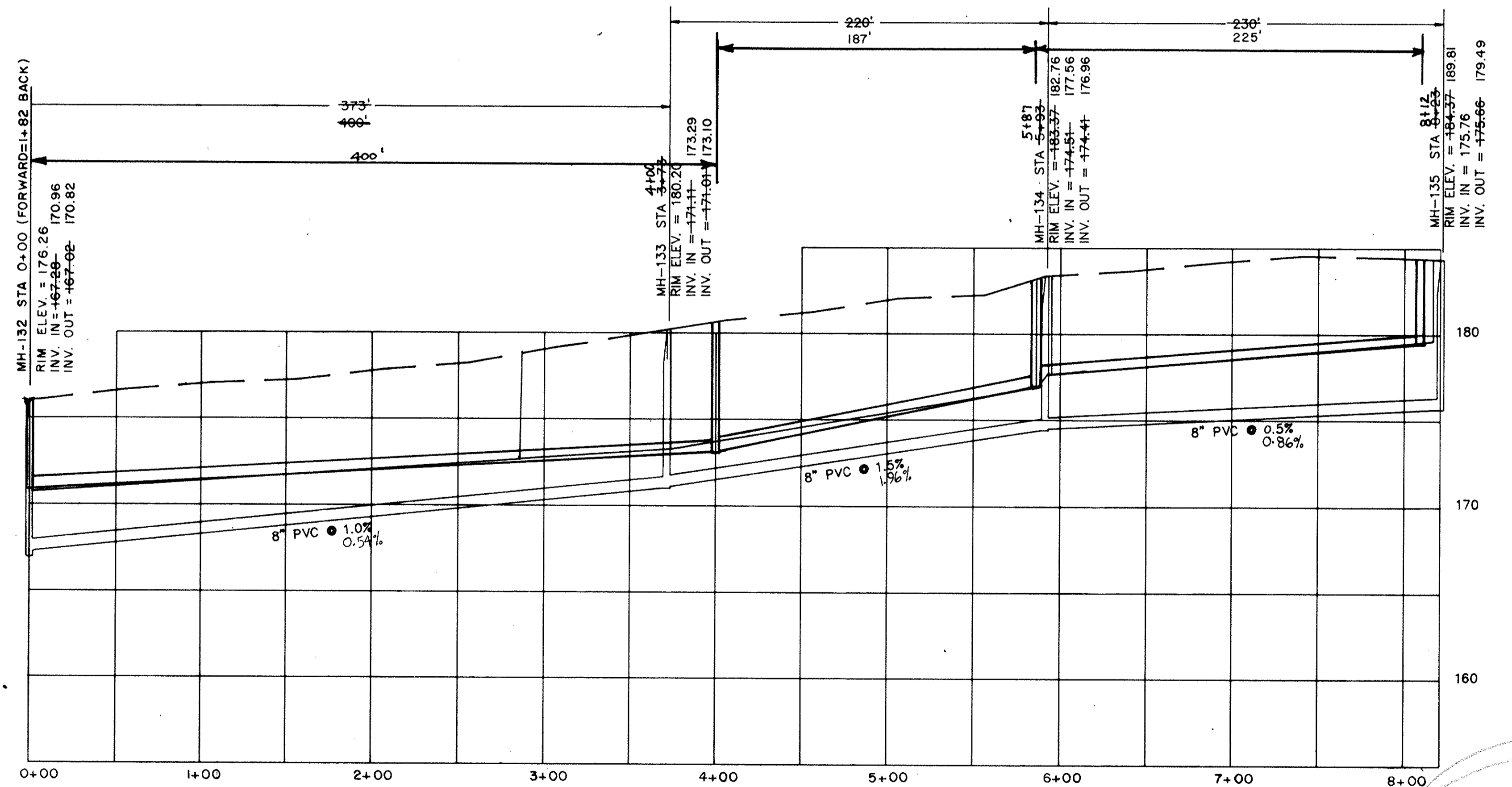
40" - 16" DIA.
STEEL CASING

SEE SHEET 30

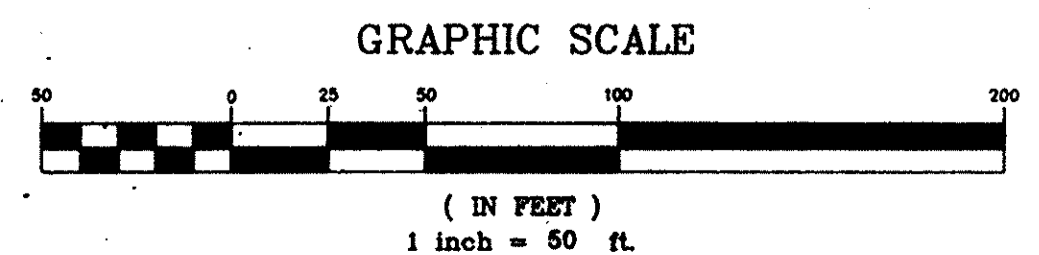
NOTE: LOTS NE OF SHOP RD.
SEE TMS 13701-04



BATES STREET
MH-118 TO MH-122

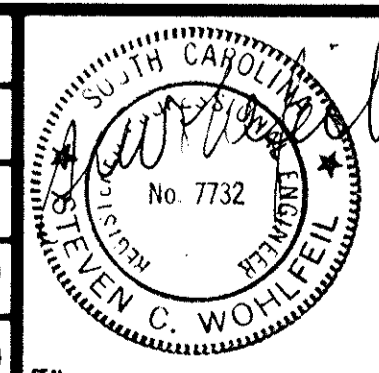


TOLLIVER ST.
MH-132 TO MH-135



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	4/18/90	GLB	ISSUED FOR APPROVAL	sw
0	9/18/89	SEV	ISSUED FOR APPROVAL	sw



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
TOLLIVER STREET

prime associates, inc.
engineers planners surveyors

COLUMBIA SOUTH CAROLINA

DATE: 9/18/89
SCALE: HORIZ. 1"=100'
VERT. 1"=5'

88036-29

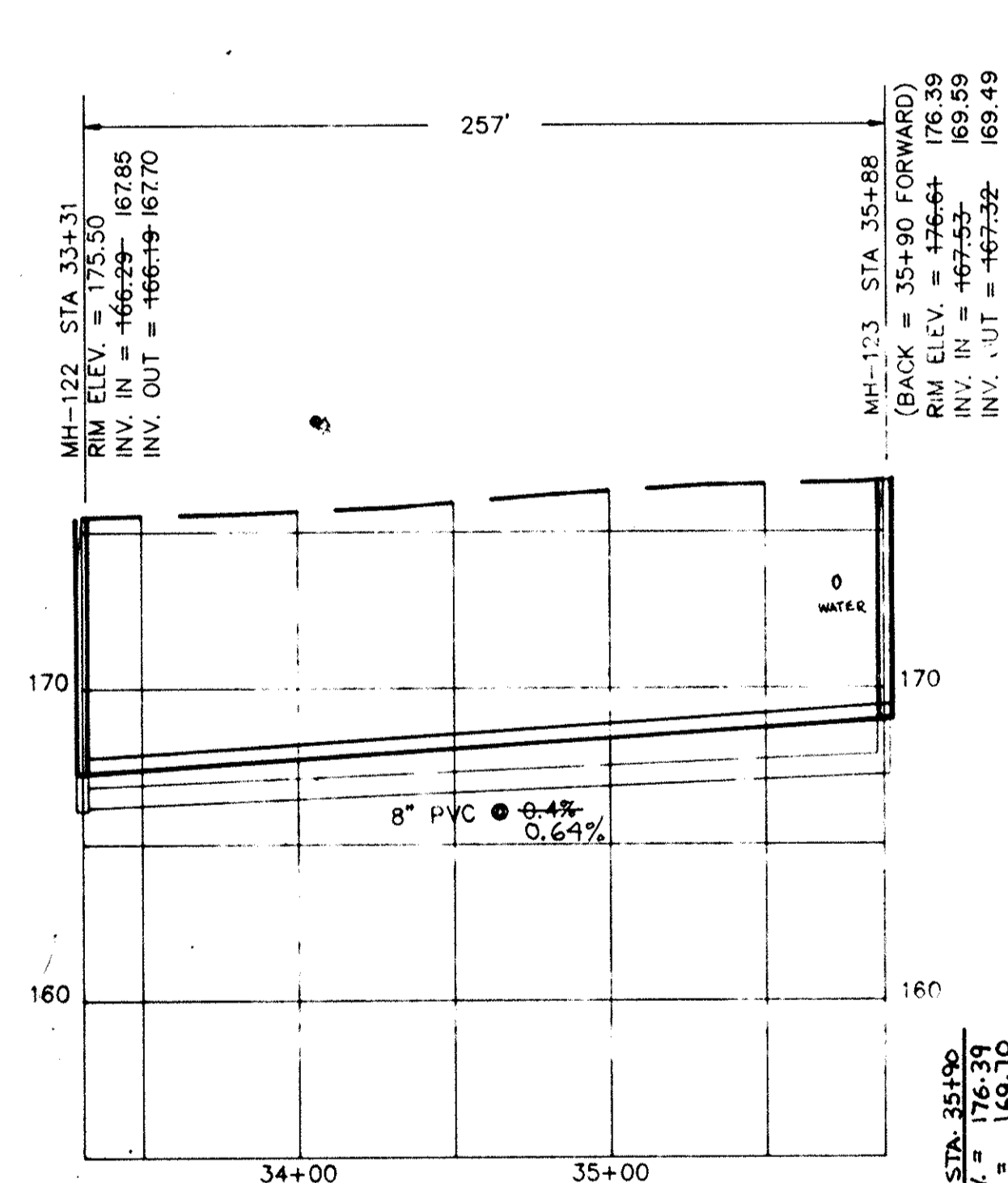


E 33725.19

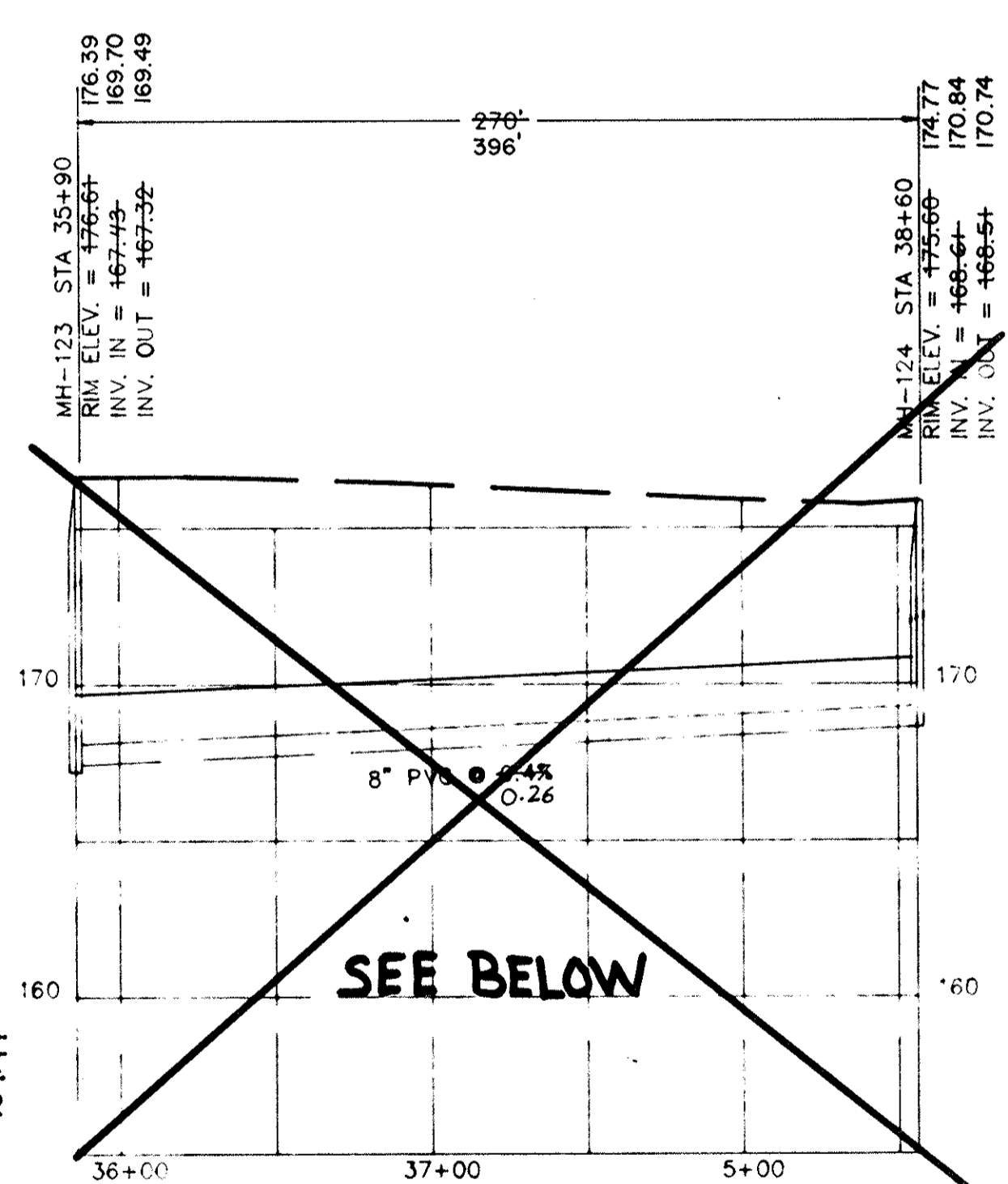
NOTE: ALL LOTS EAST OF WALCOTT ST.
SEE TMS 13701-04

NOTE: ALL LOTS WEST OF WALCOTT ST.
SEE TMS 11213

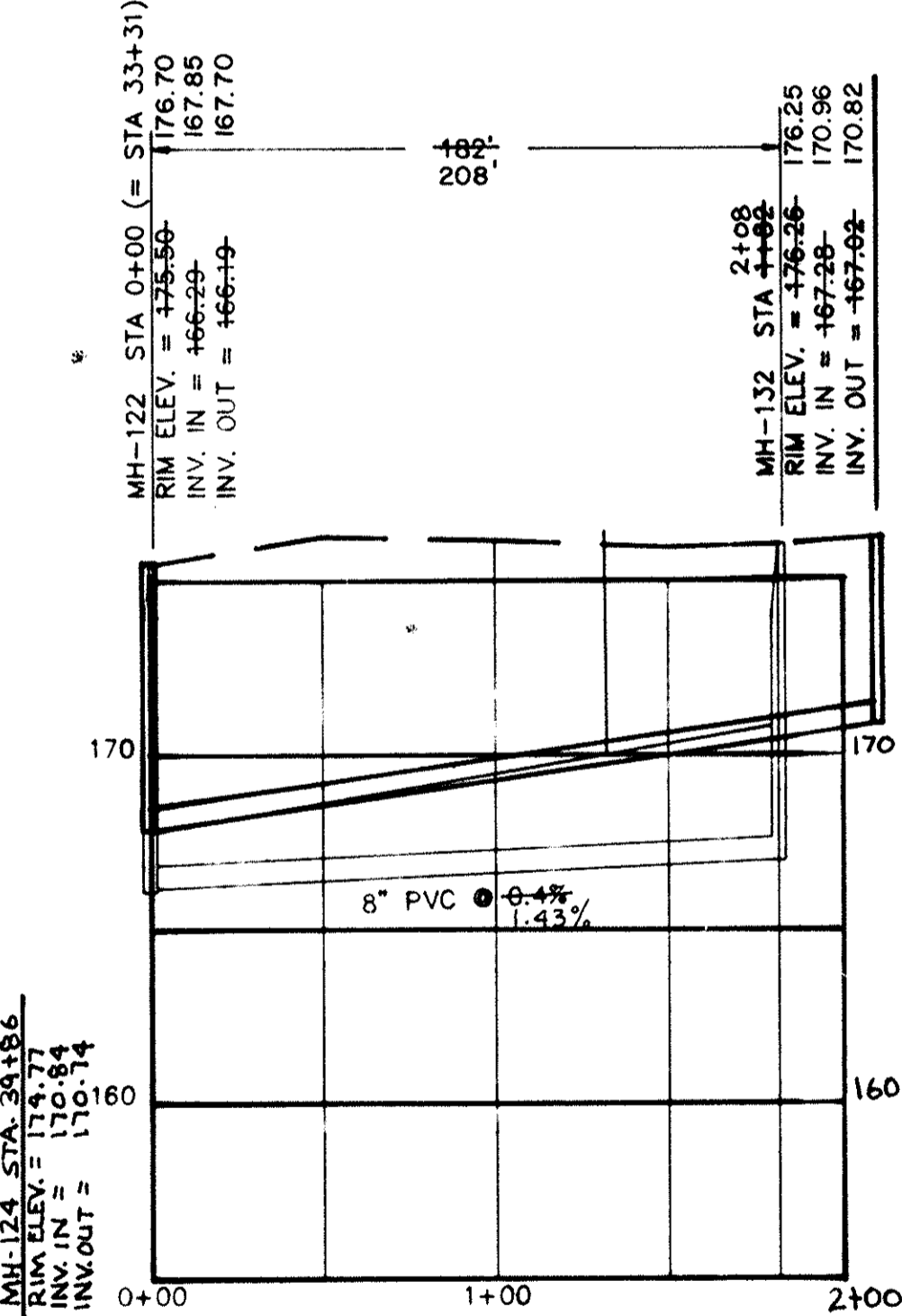
NOTE: DIMENSIONS SHOWN THIS SHEET ARE FROM E.O.P. TO 24" WATERLINE. OTHER WATER AND GAS LOCATIONS ARE APPROXIMATE.



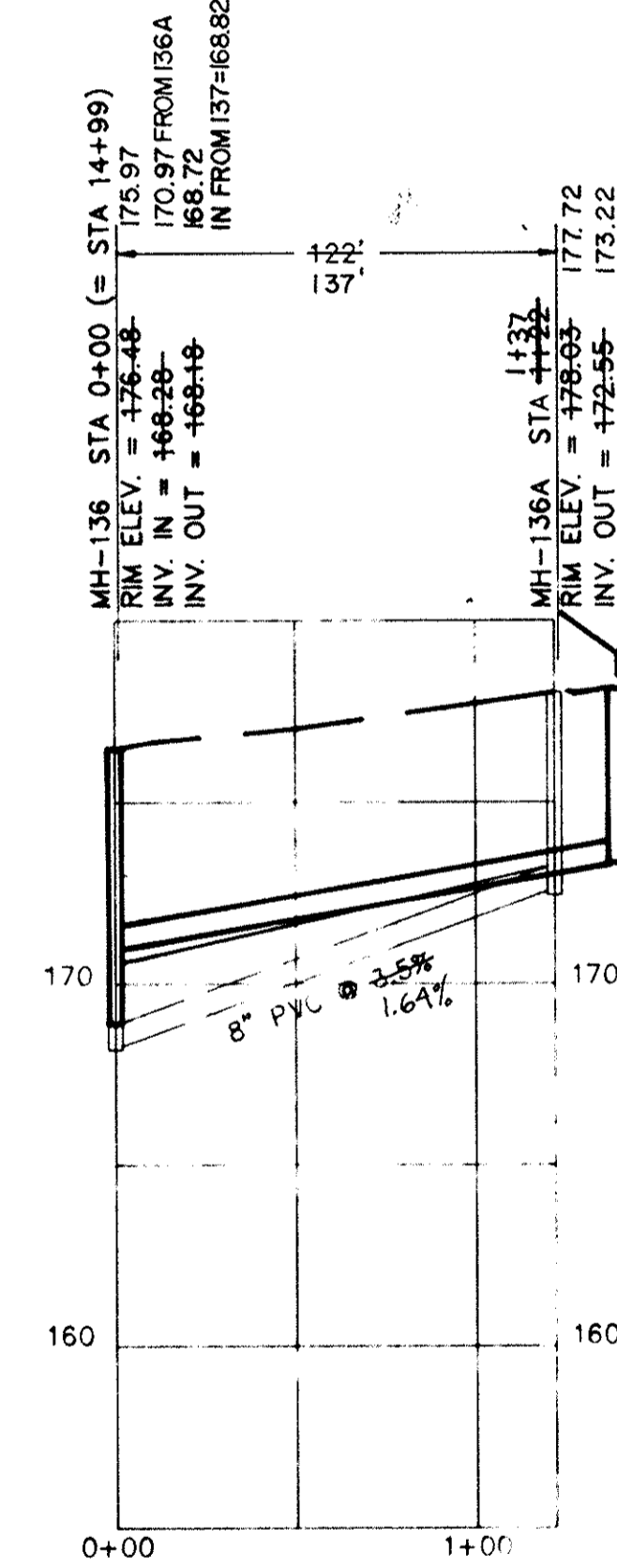
SHOP ROAD
MH-122 TO MH-123



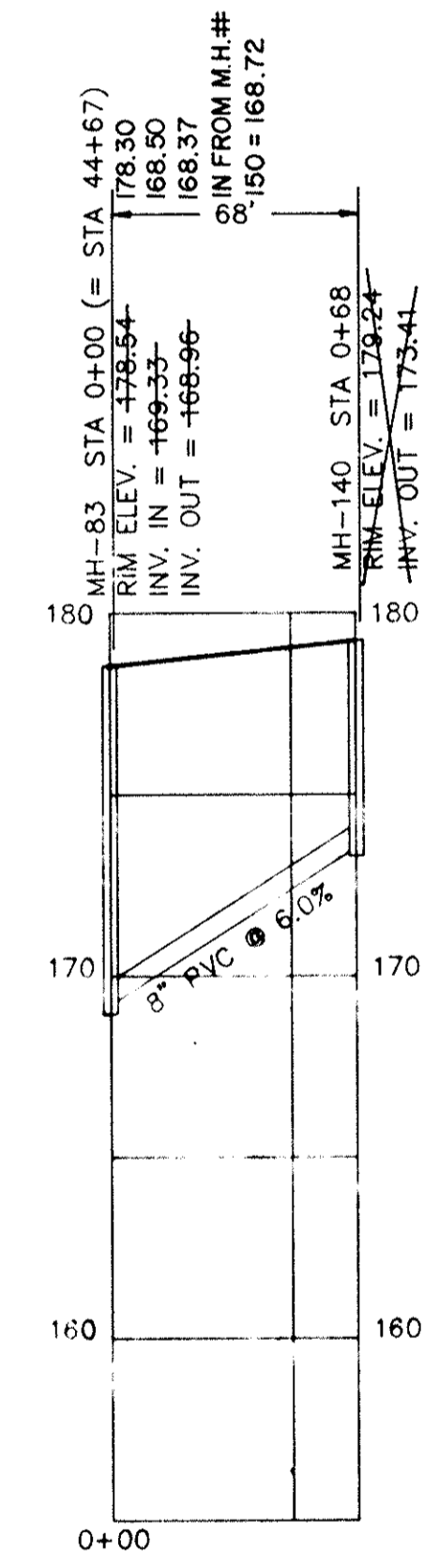
SHOP ROAD
MH-123 TO MH-124



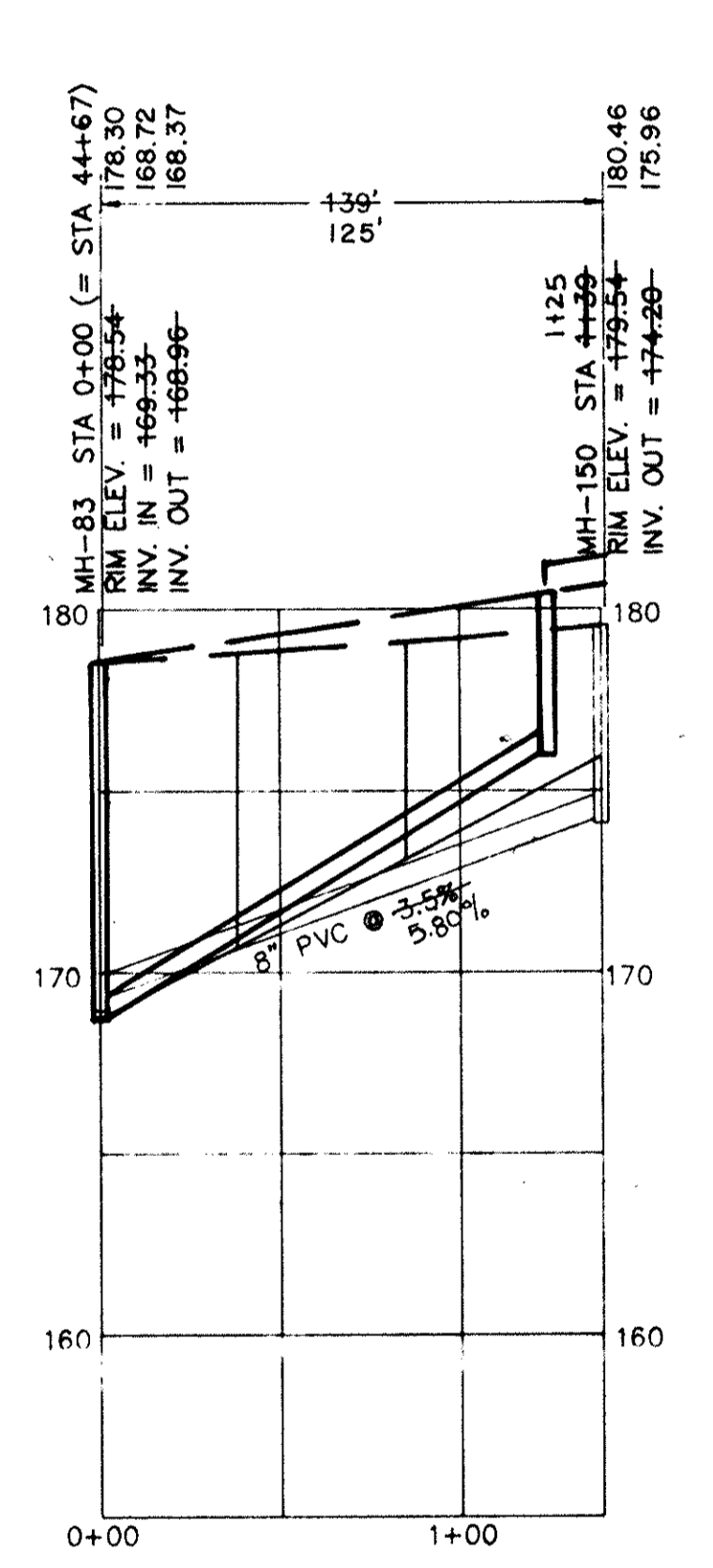
SHOP ROAD
MH-122 TO MH-132



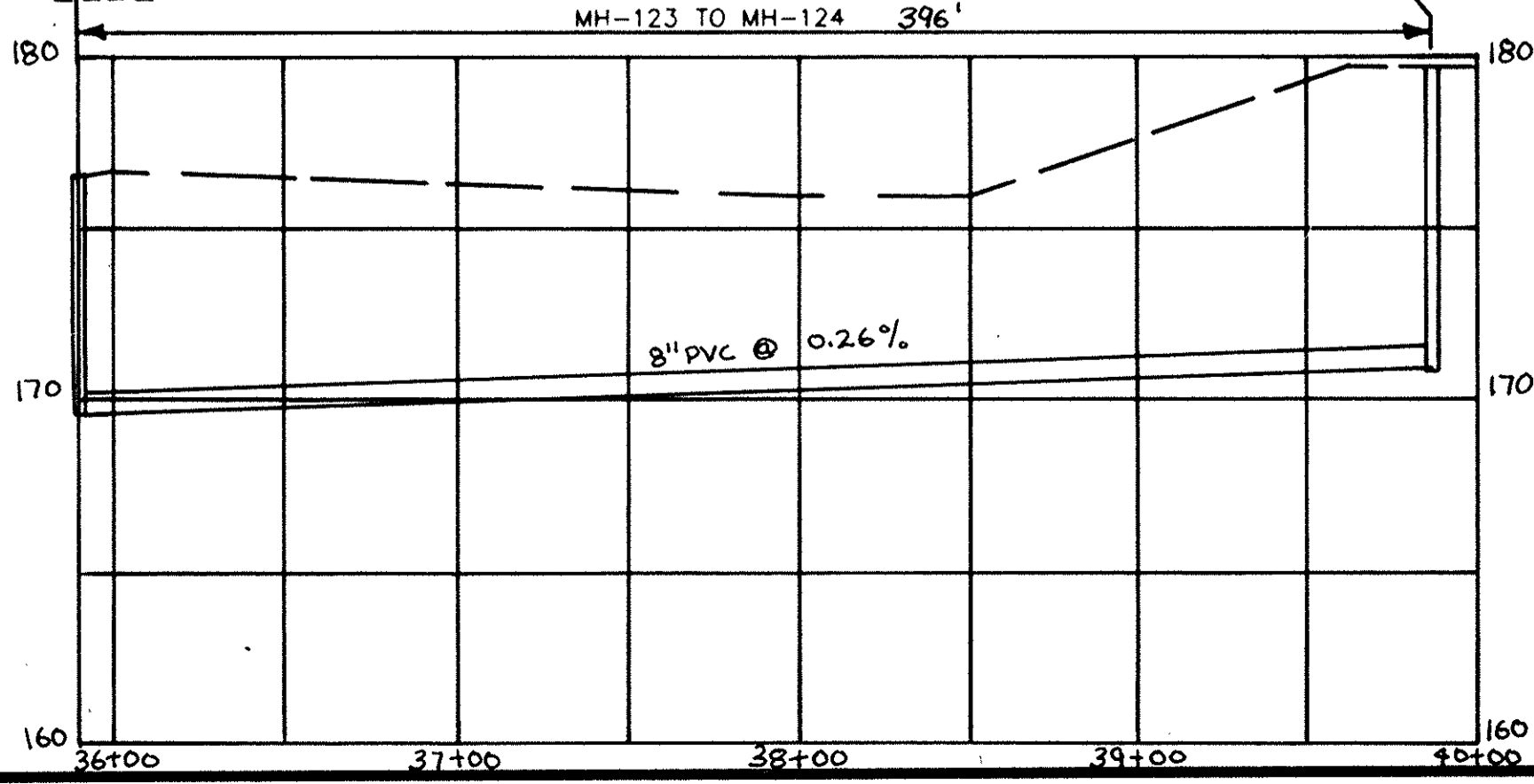
SHOP ROAD
MH-136 TO MH-139



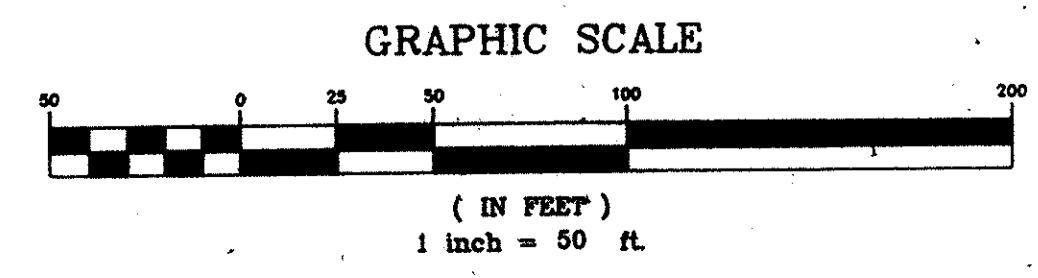
SHOP ROAD
MH-83 TO MH-140



SHOP ROAD
MH-83 TO MH-150

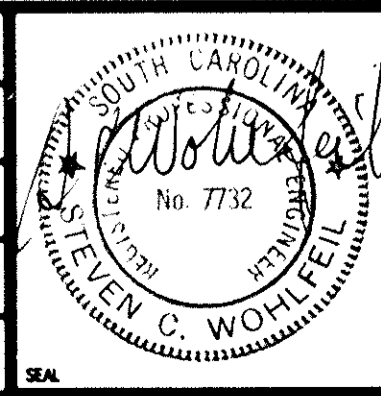


SHOP ROAD
MH-123 TO MH-124



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	G.L.B.	ISSUED FOR APPROVAL	
0	7/18/89	SEV	ISSUED FOR APPROVAL	



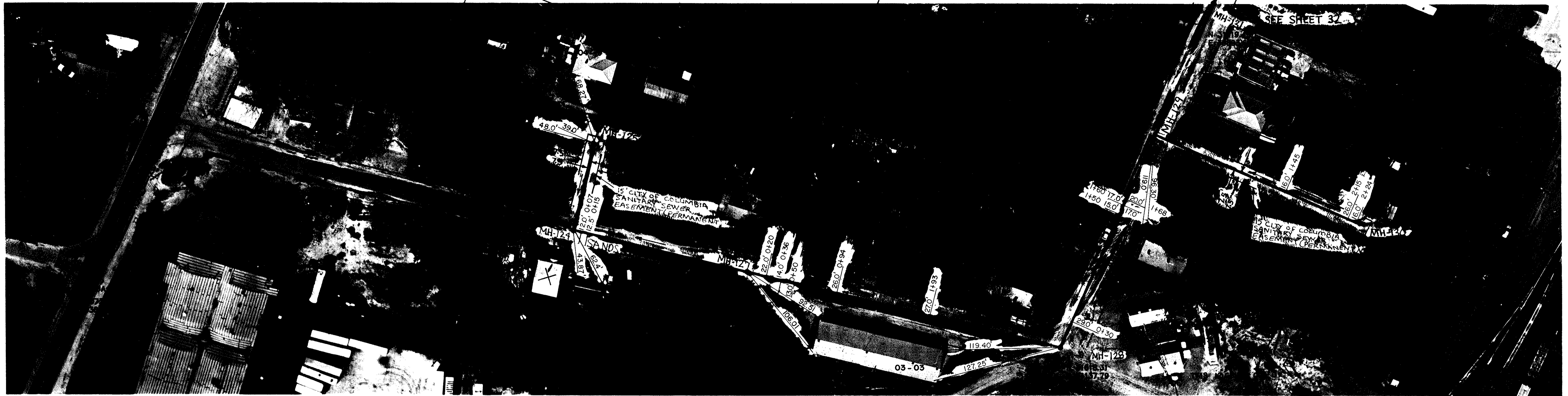
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
SHOP ROAD

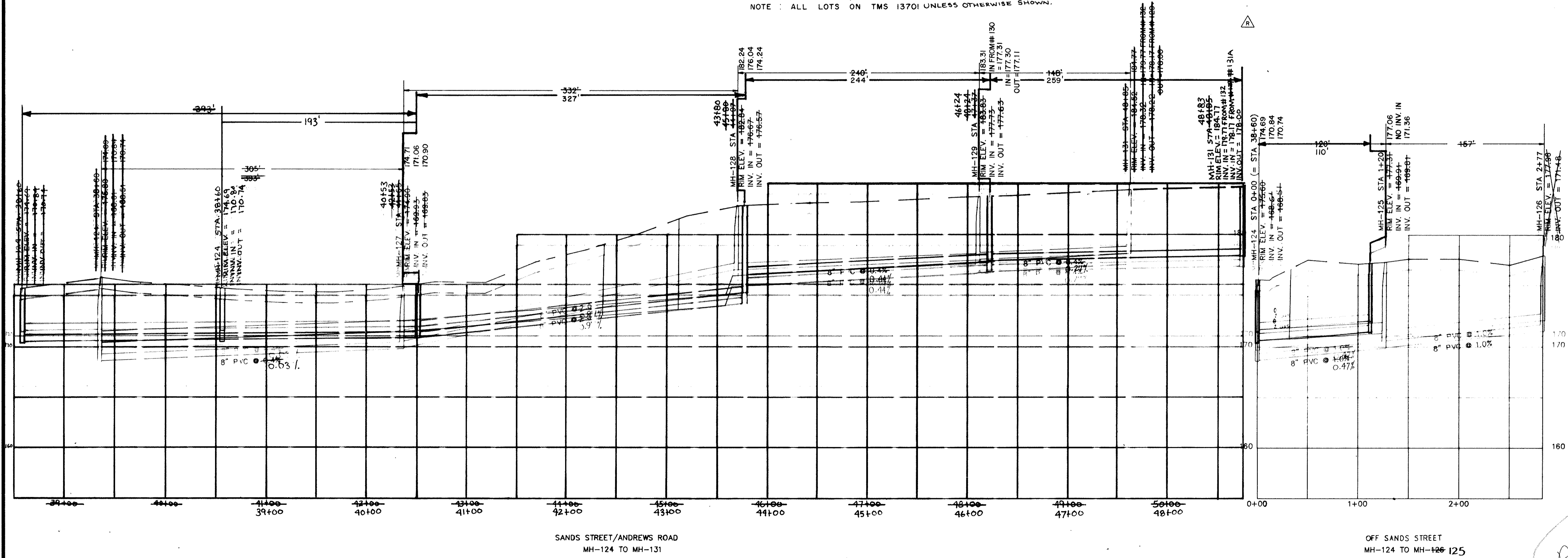
prime associates, inc.
engineers planners surveyors

MCM/CAO	REV/MCM	SOV	ATSP1
DATE	DATE	DATE	DATE
1/18/89	1/18/89	1/18/89	1/18/89

COLUMBIA SOUTH CAROLINA



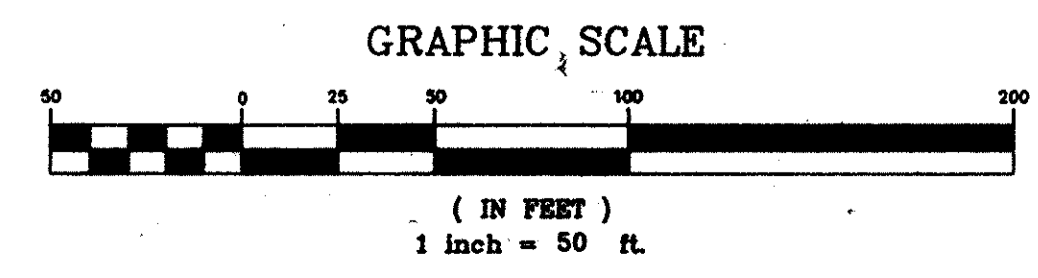
NOTE: ALL LOTS ON TMS 13701 UNLESS OTHERWISE SHOWN.



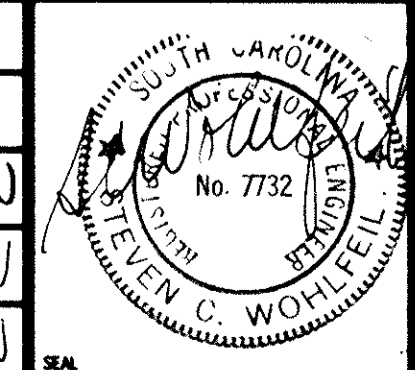
SANDS STREET/ANDREWS ROAD
MH-124 TO MH-131

OFF SANDS STREET
MH-124 TO MH-126 125

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	3/19/91	MCM	REVISED TIE-IN AT MH-25	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	9/18/89	SEV	ISSUED FOR APPROVAL	sw



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE
SANDS STREET

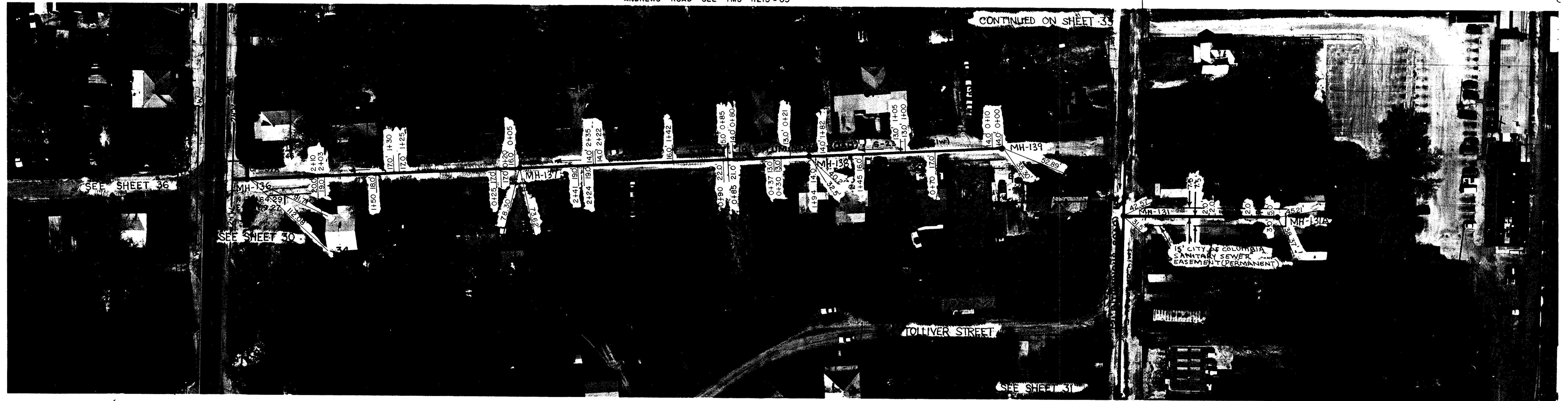
prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCM/CAD
9/18/89
DATE

SEV/MCM
NOV 1-90
SCALE

sw
ATSDS
88036-31
FILE

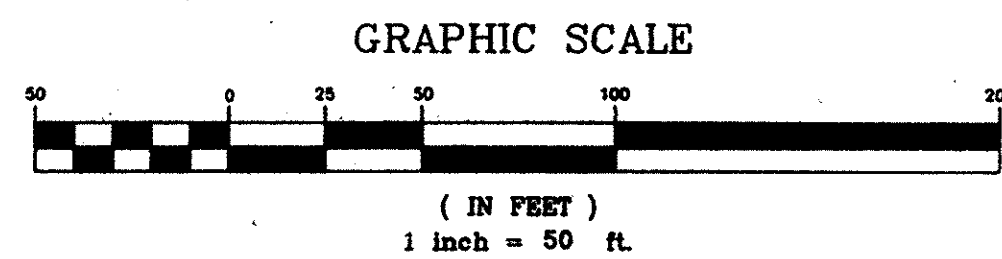
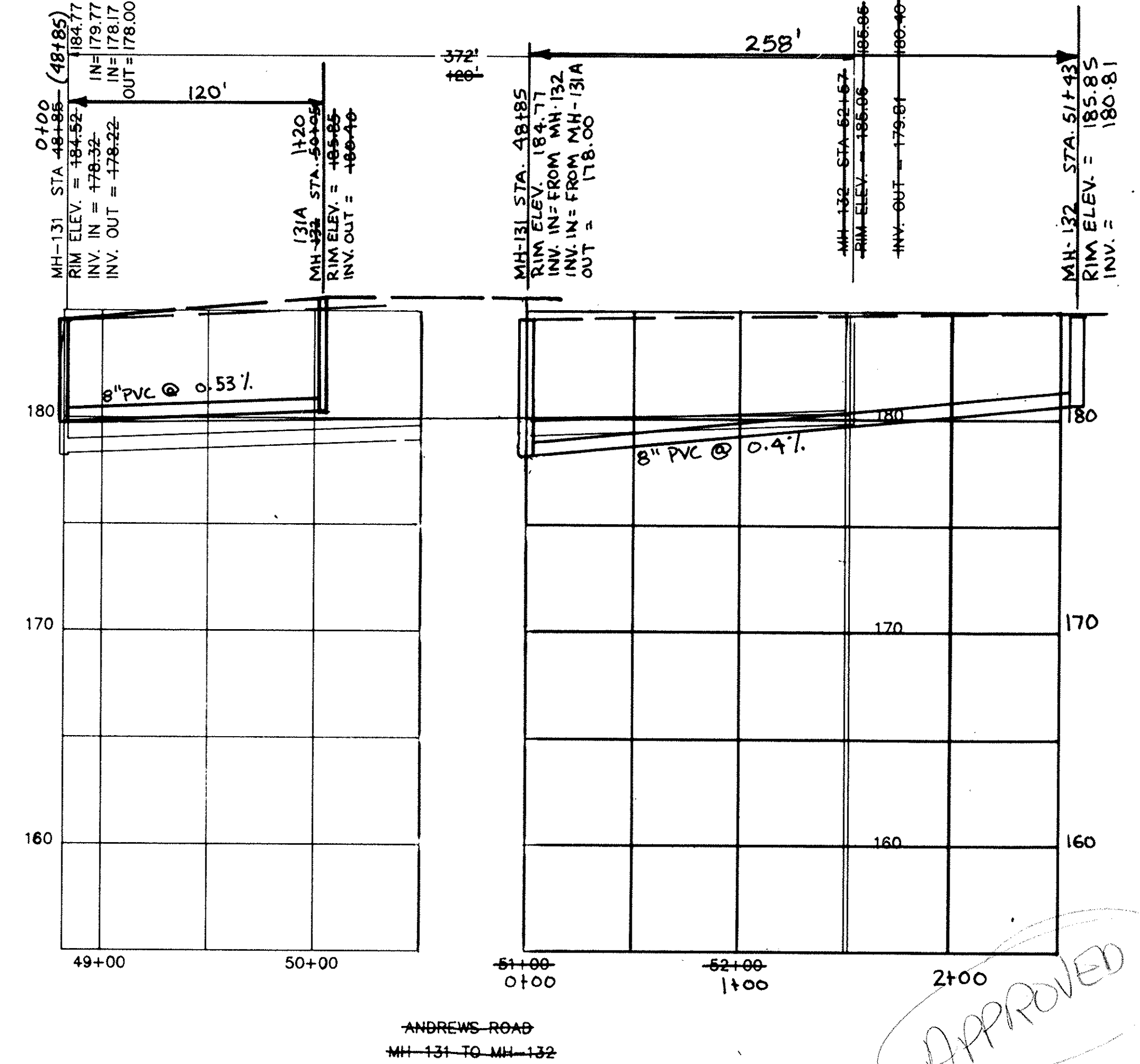
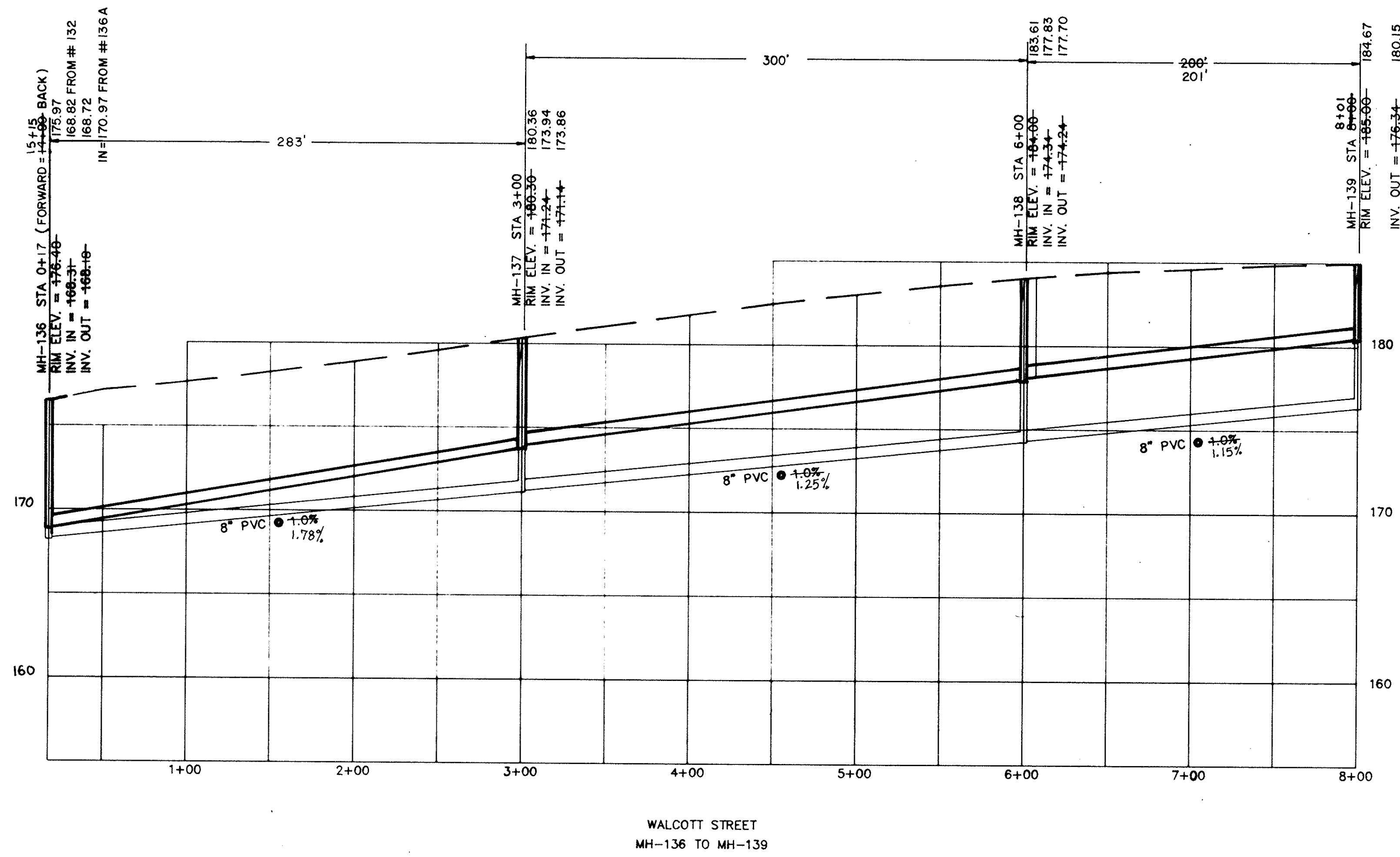
NOTE: ALL LOTS NORTH OF WALCOTT ST. & WEST OF ANDREWS ROAD SEE TMS 11213-03



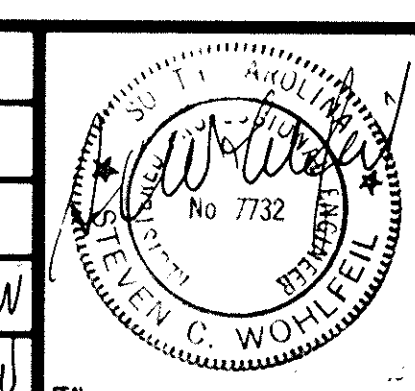
NOTE: ALL LOTS SOUTH OF WALCOTT ST. OR EAST OF ANDREWS ROAD SEE TMS 13701-04

N 31919.49
E 33893.62

NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	7/18/89	SEV	ISSUED FOR APPROVAL	

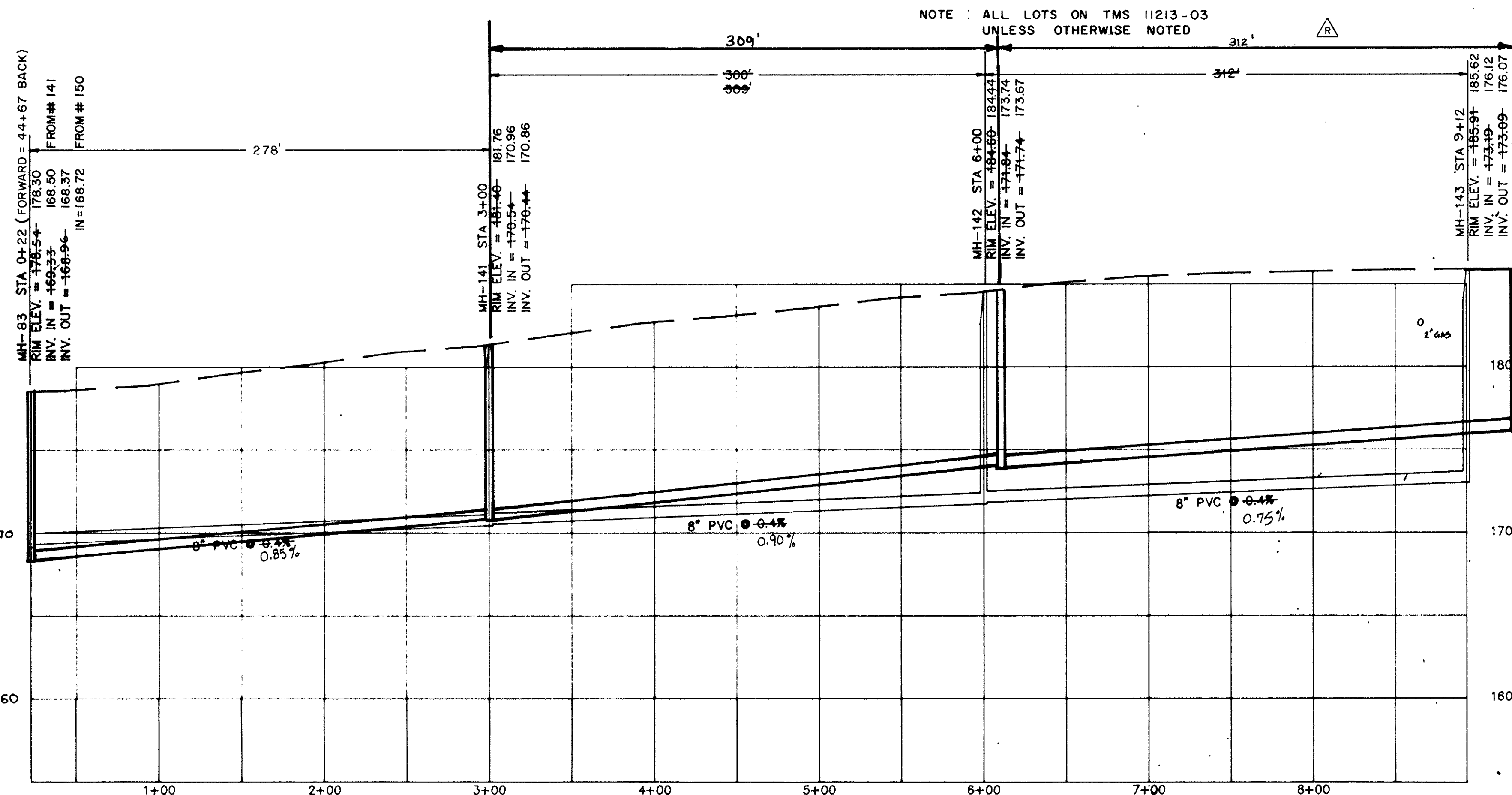


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

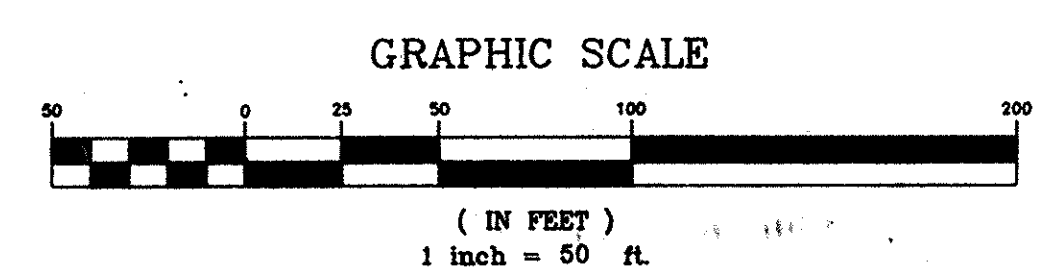
SEWER PLAN & PROFILE
WALCOTT STREET

prime associates, inc.
engineers planners' surveyors
COLUMBIA SOUTH CAROLINA

APPROVED

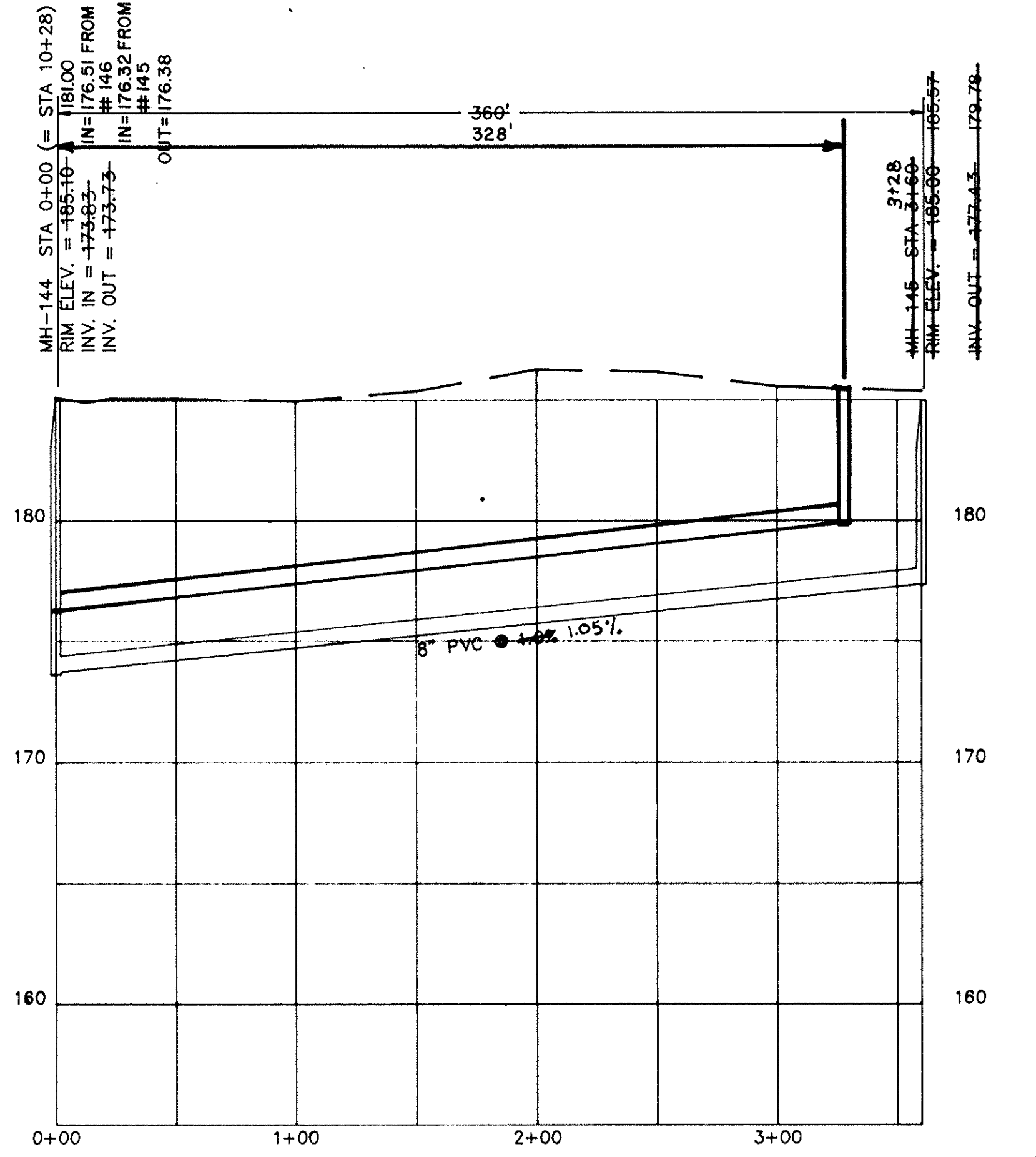


ABBOTT ROAD
MH-140 TO MH-143



CONTINUED ON SHEET 32

NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.



NEAR ANDREWS ROAD
MH-144 TO MH-145

APPROVED

3	TCW	REVISED PER COMMENTS	
1	TCW	RECORD DRAWING	
1	GLB	ISSUED FOR APPROVAL	GLB
0	SEV	ISSUED FOR APPROVAL	SEV
REV.	DATE	BY	DESCRIPTION
REVISION			

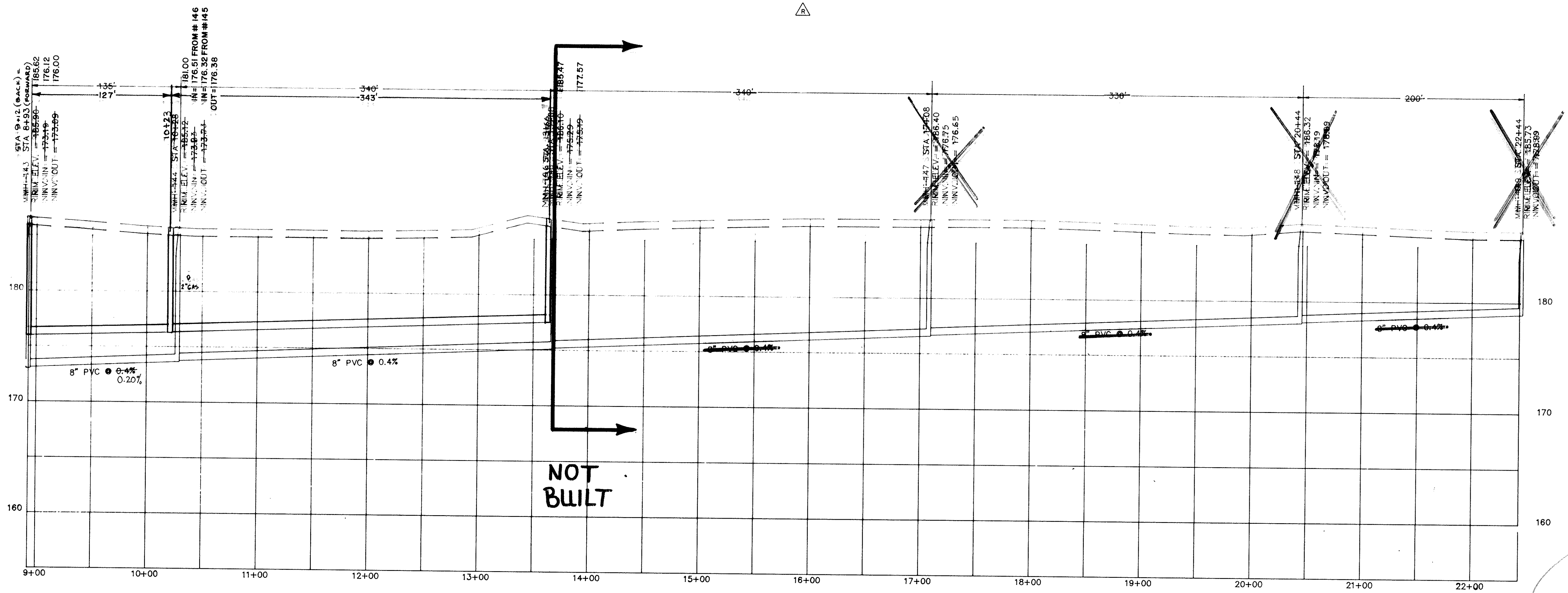
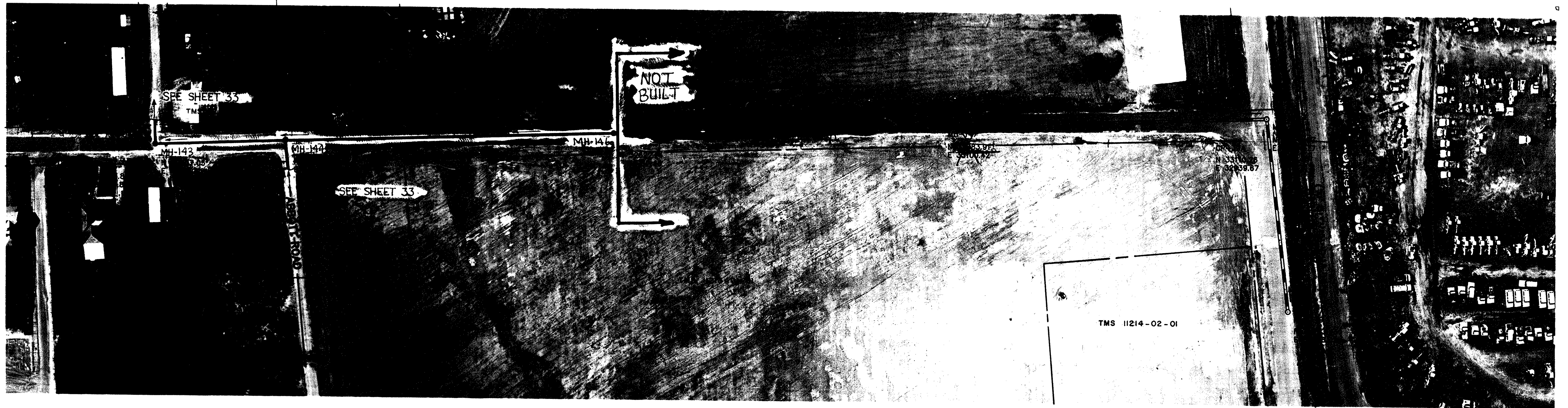
STEVEN G. WOHLFEIL
No. 7732
SOUTH CAROLINA

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

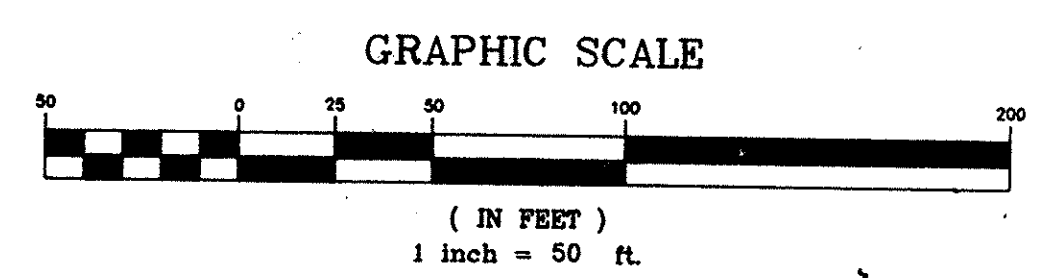
SEWER PLAN & PROFILE
ABBOTT ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

NOV/CAD	REV/ACM	SCW	AT&MS
DATE	DATE	DATE	DATE
9/18/89	11/1/89	88036-33	
DATE	DATE	NO. 88	

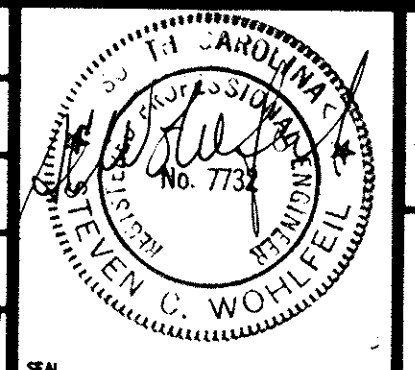


ANDREWS ROAD
MH-143 TO MH-149



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

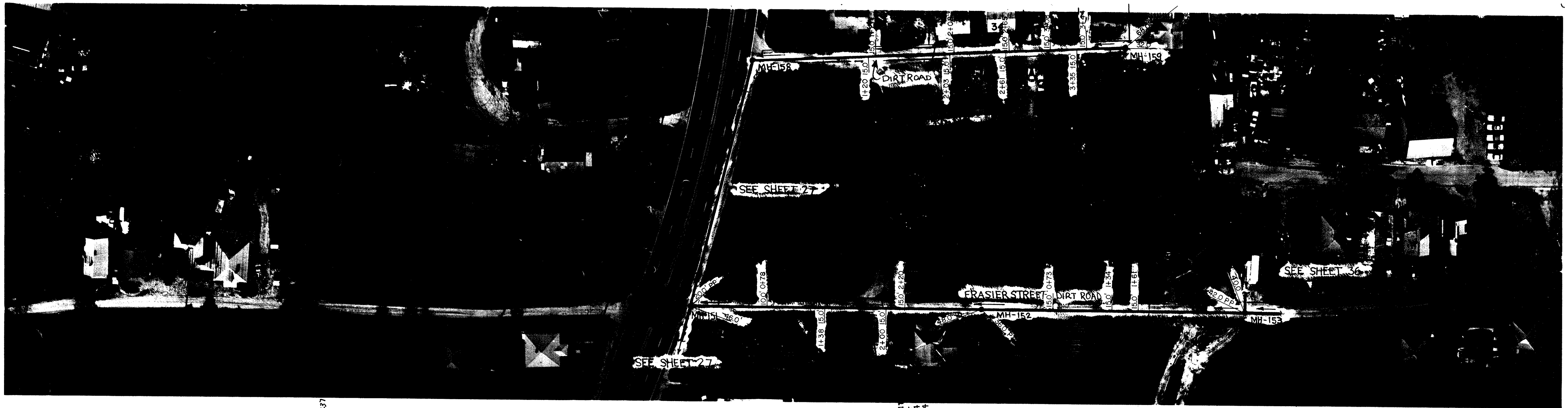


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

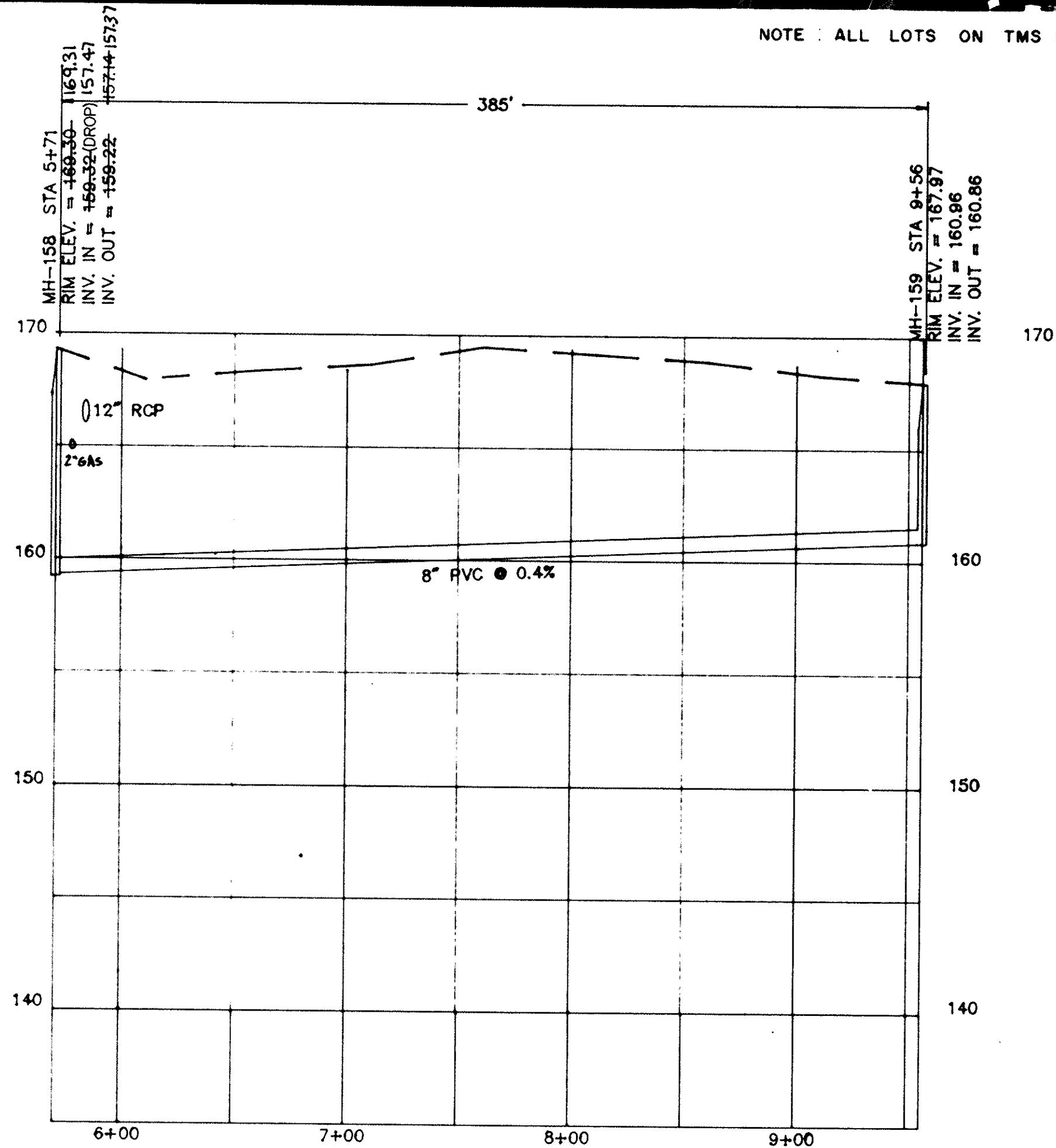
SEWER PLAN & PROFILE
ANDREWS ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

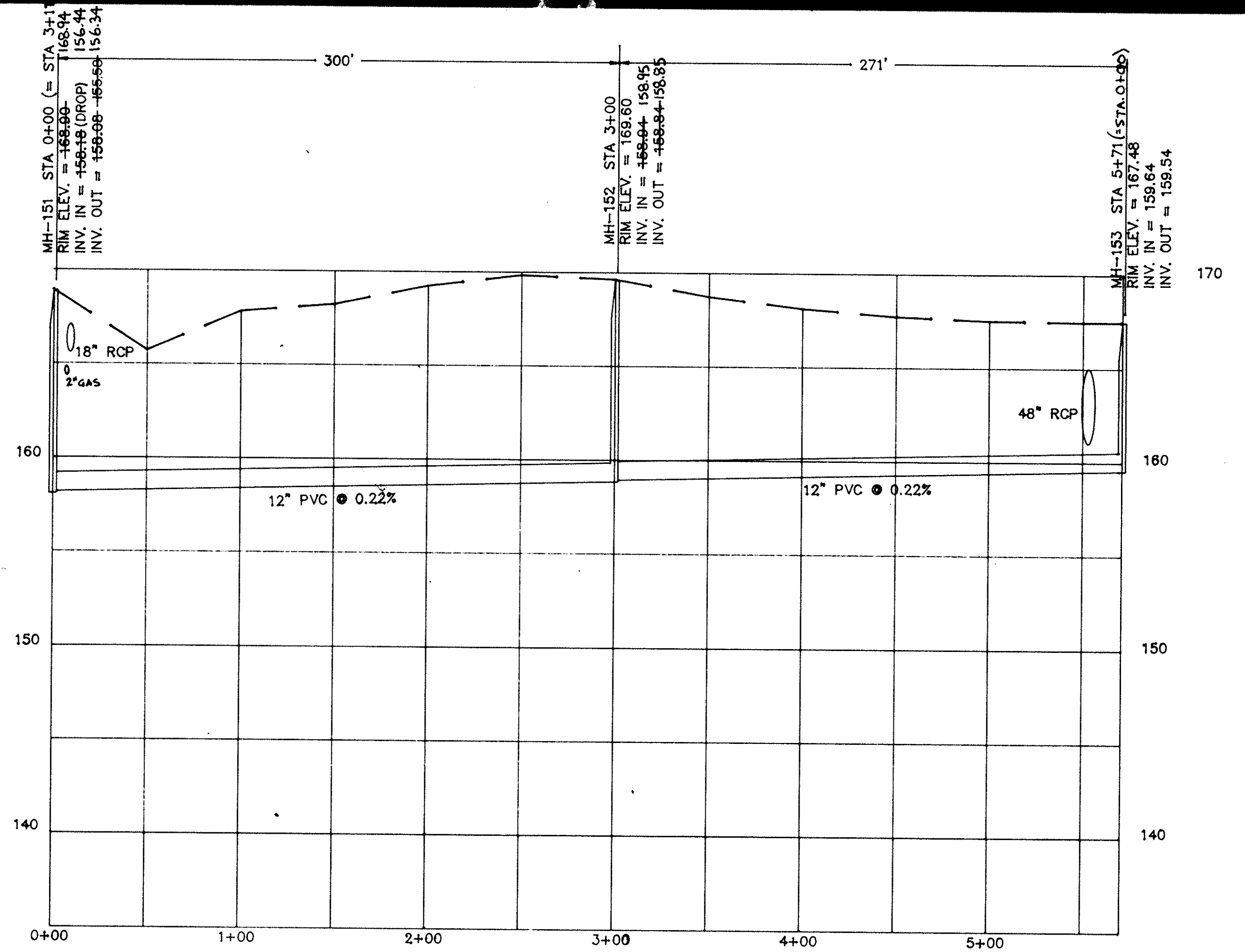
MOM/CAD	SEV/MOM	SEW	ATANDRESA
9/18/89	MOM 1'-00"	88036-34	
	DATE	FILE NO.	



NOTE: ALL LOTS ON TMS 11116-03.



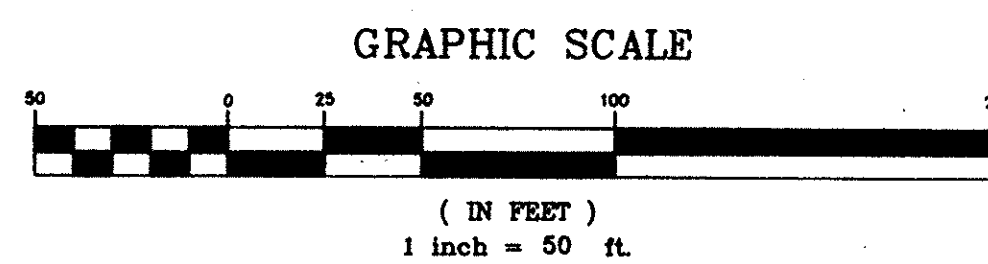
OFF BLUFF ROAD
MH-158 TO MH-159



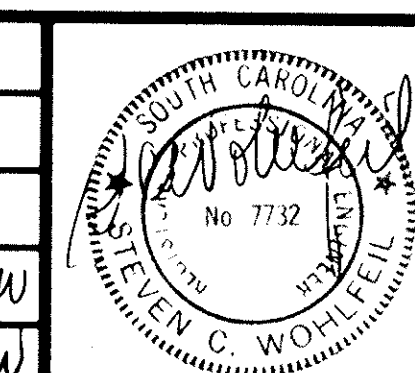
FRASIER STREET
MH-151 TO MH-153

INSTALLED BY OTHERS

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	11/9/94	CEC	REVISED INVERT MH #'S 151 & 158	
1	6/16/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	fiw

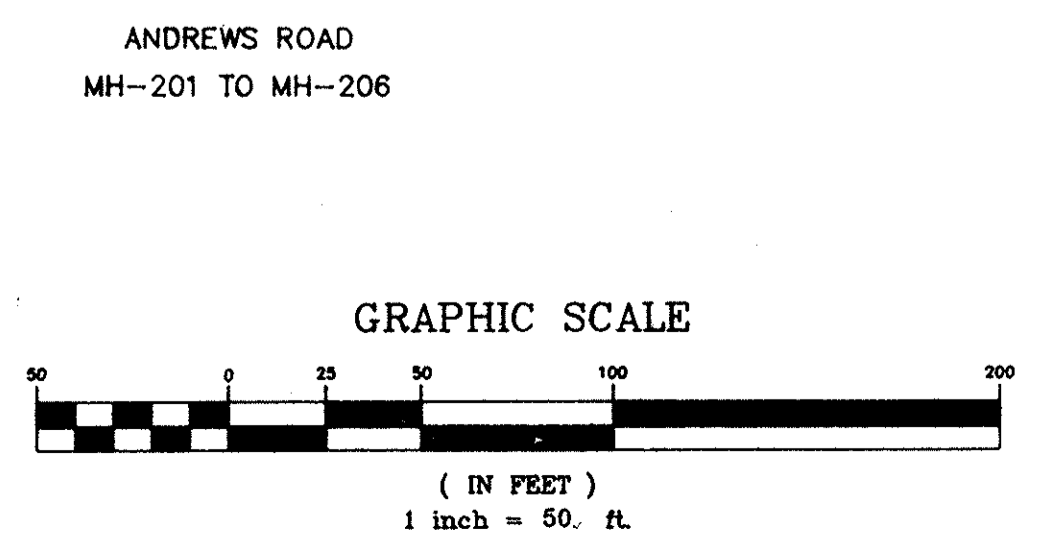
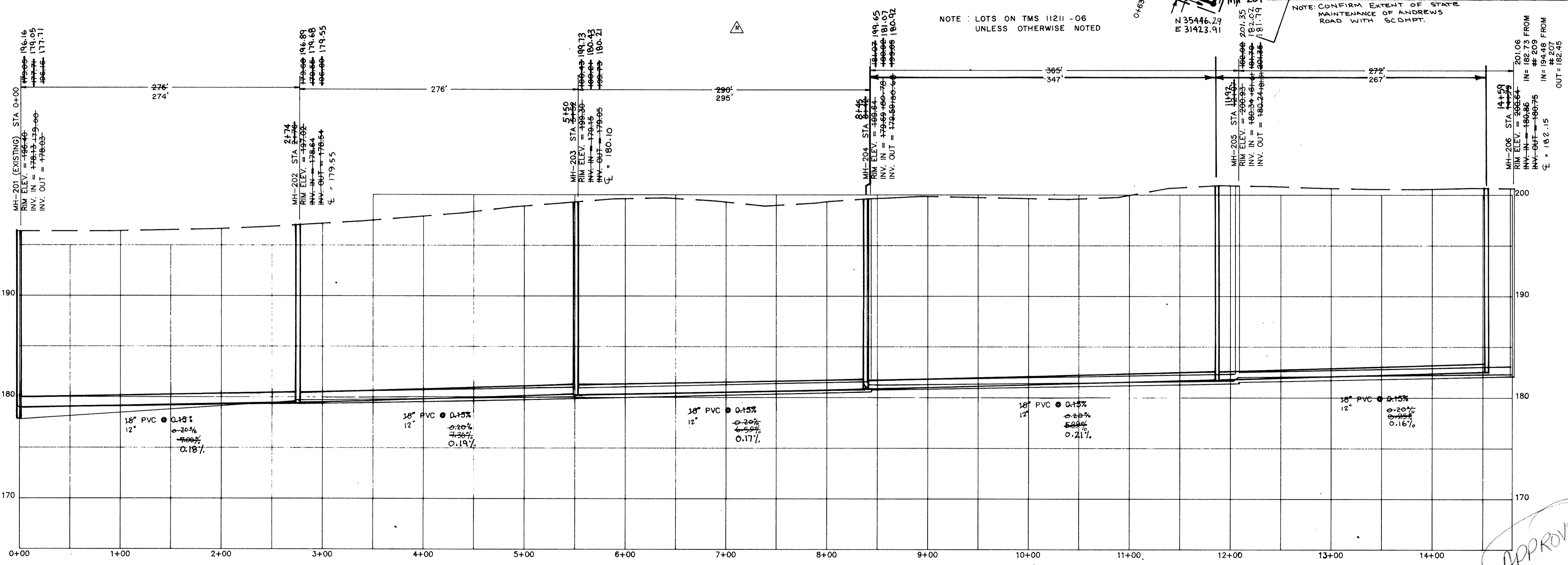
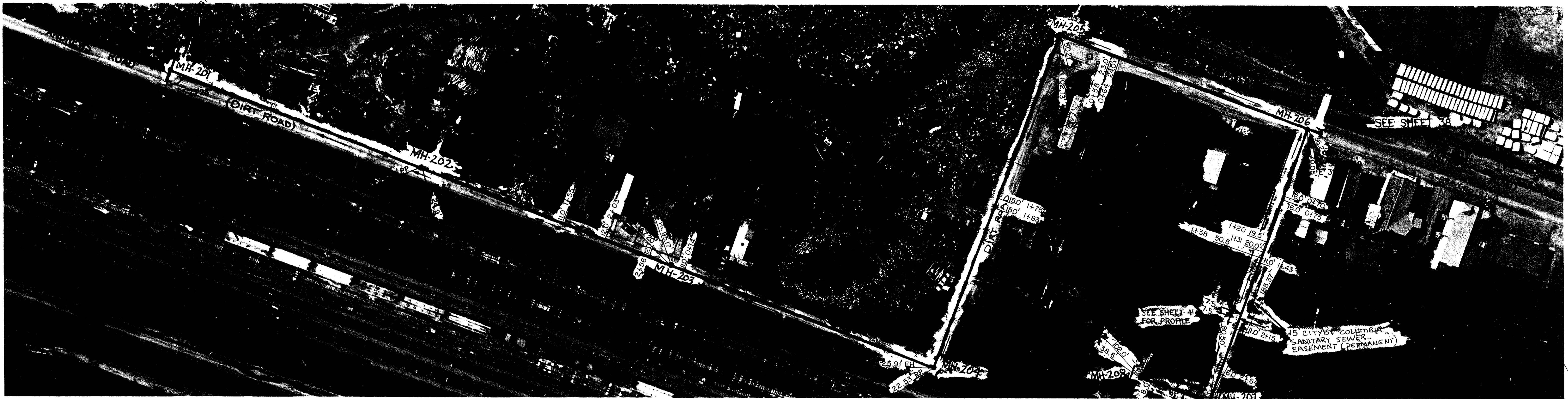


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

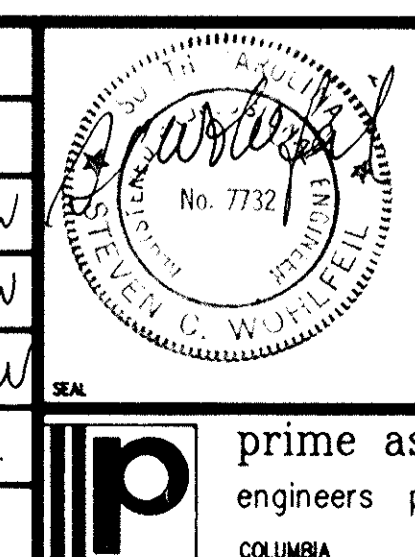
SEWER PLAN & PROFILE
FRASIER STREET

prime associates, inc.
engineers, planners, surveyors
COLUMBIA SOUTH CAROLINA

DATE	9/18/89	SCALE	1"=50'
DRAWN	TCW	CHECK	TCW
DESIGN	TCW	DATE	88036-35



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/91	MCM	REV. PIPE SIZE	TCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	TCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	TCW



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

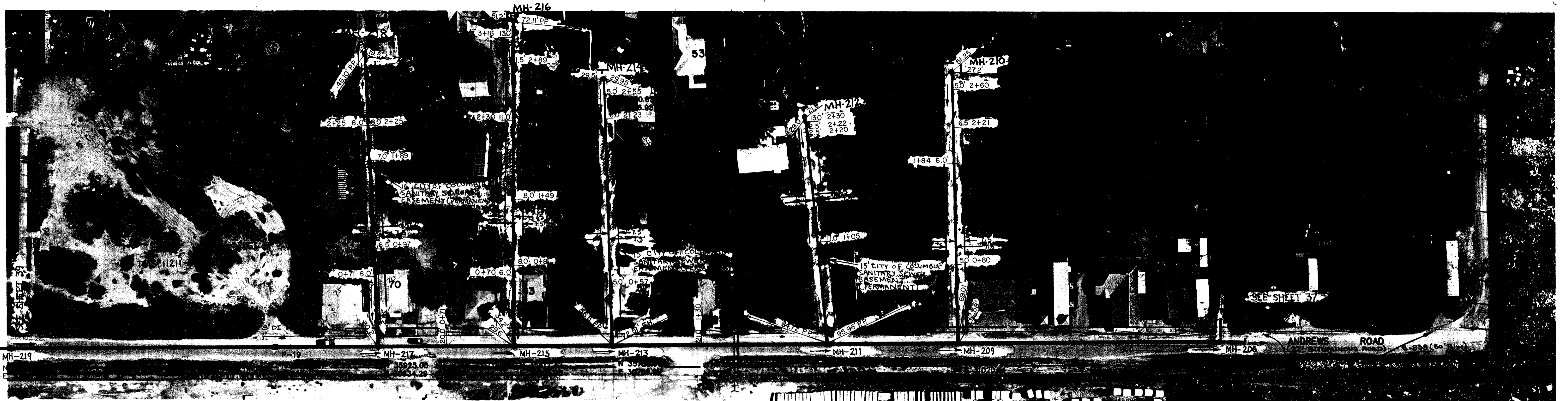
SEWER PLAN & PROFILE
ANDREWS ROAD

prime associates, inc.
engineers planners surveyors

COLUMBIA SOUTH CAROLINA

DATE: 9/18/91
SCALE: 1\"/>

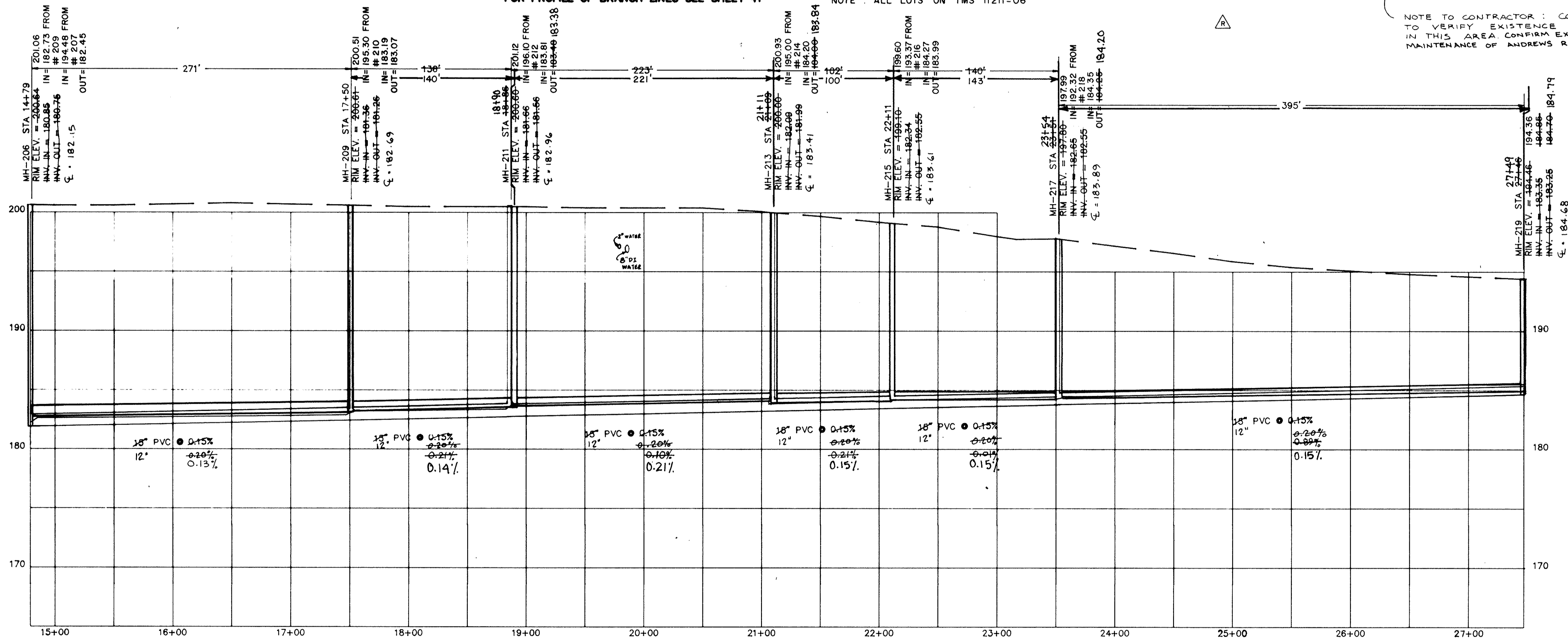
APPROVED



FOR PROFILE OF BRANCH LINES SEE SHEET 41

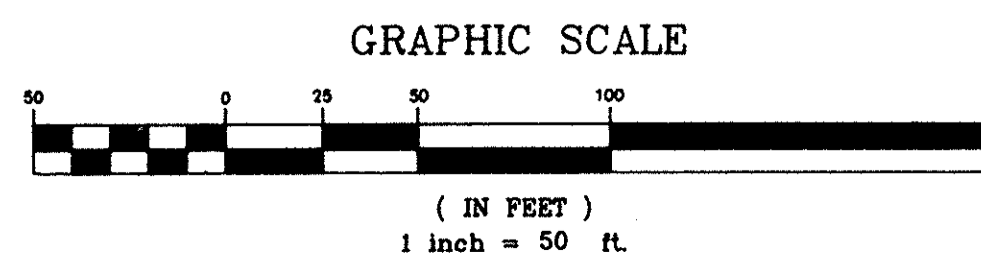
NOTE: ALL LOTS ON TMS 11211-06

NOTE TO CONTRACTOR: CONTACT CITY ENGINEER TO VERIFY EXISTENCE OF WATER LINE IN THIS AREA CONFIRM EXTENT OF STATE MAINTENANCE OF ANDREWS ROAD WITH SCDOT.

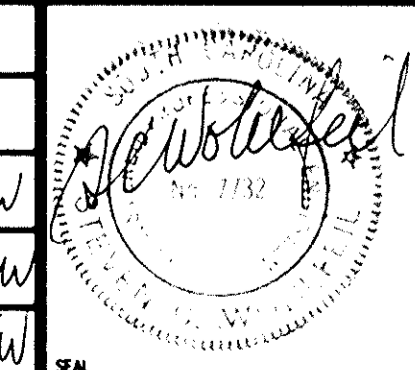


APPROVED

ANDREWS ROAD
MH-206 TO MH-219



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/10/95	MCM	REVISED PIPE SIZE	
1	6/18/95	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

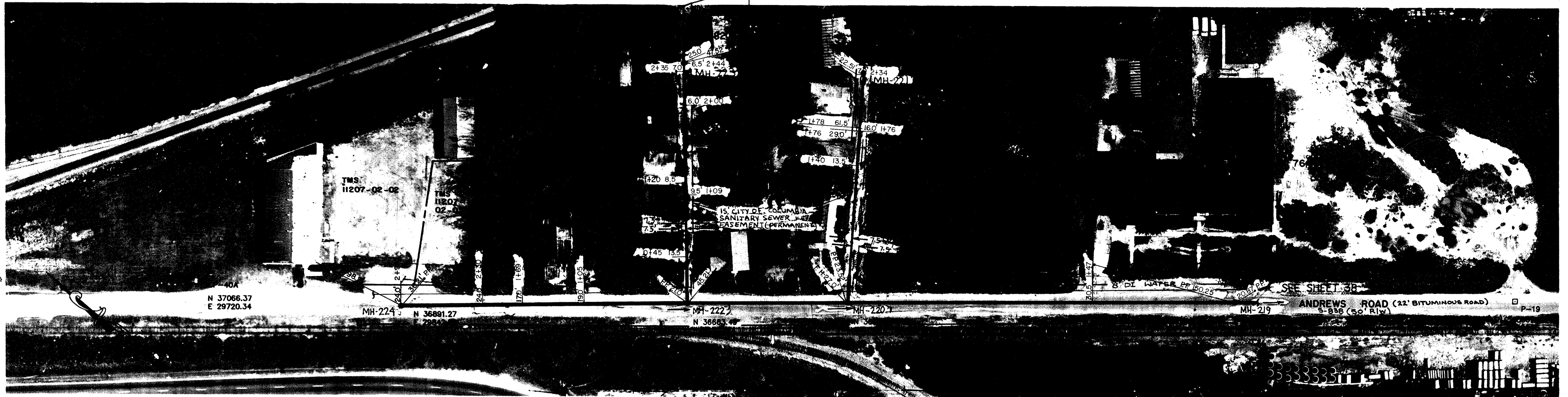
SEWER PLAN & PROFILE
ANDREWS ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

MCM/CAD: SCW
DESIGN: SCW
CHECK: SCW
DATE: 9/18/95

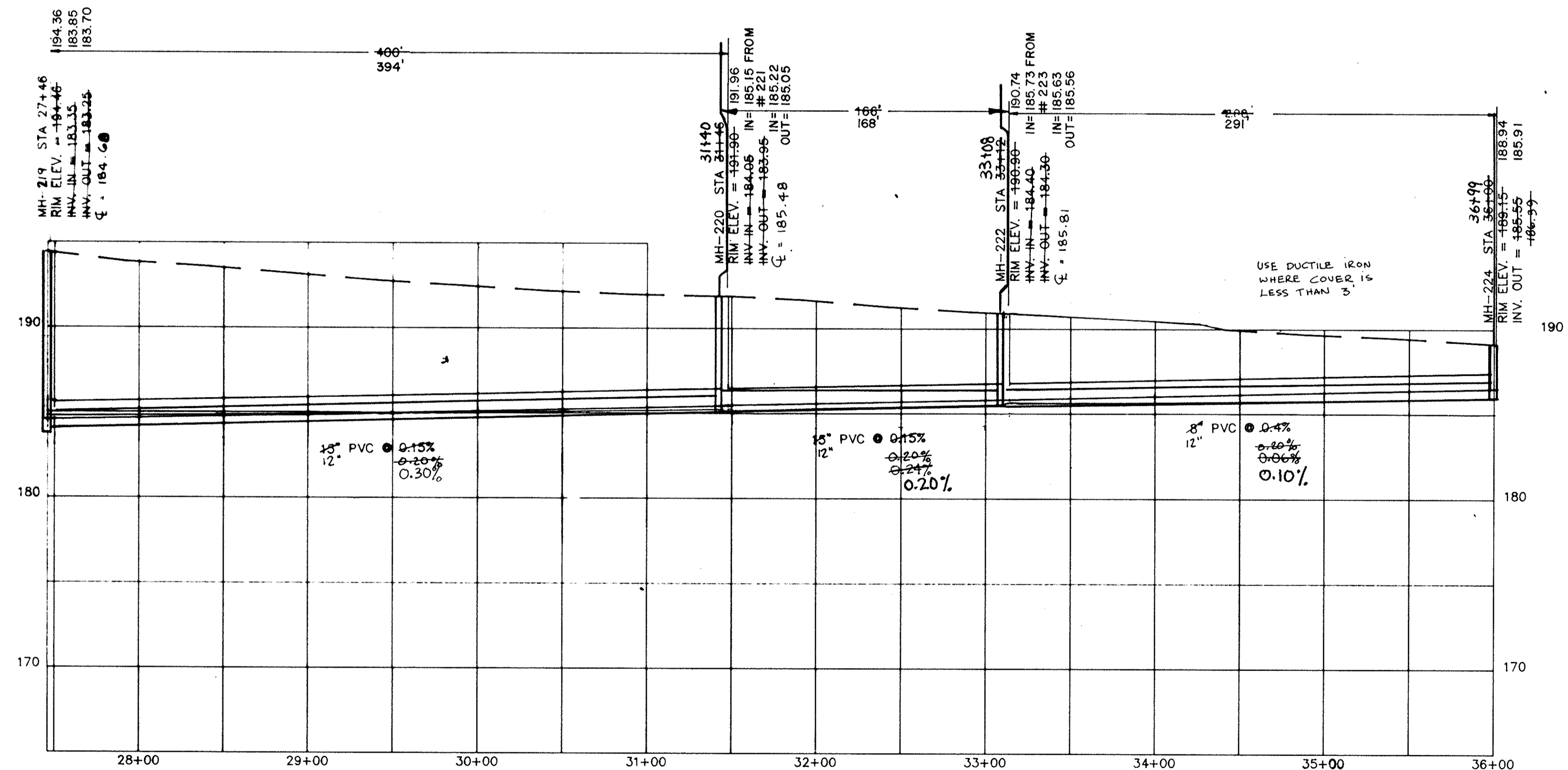
SCALE: 1"=50'

88036-38



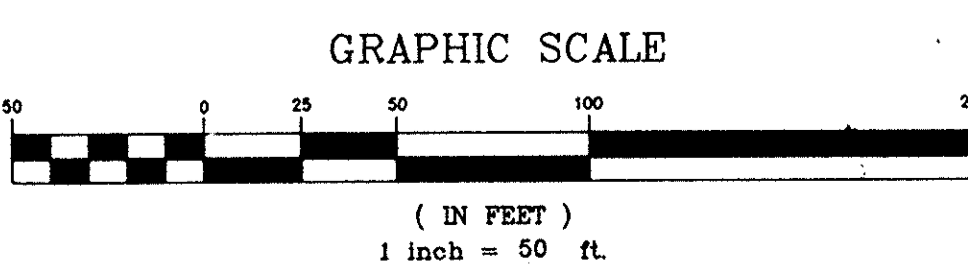
FOR PROFILES OF BRANCH LINES SEE SHEET 40

NOTE: ALL LOTS ON TMS 11211-06 UNLESS OTHERWISE NOTED



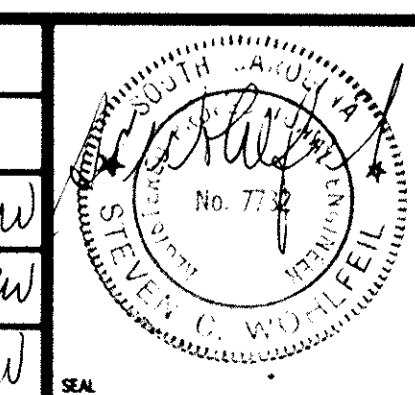
USE DUCTILE IRON WHERE COVER IS LESS THAN 3'

ANDREWS ROAD
MH-219 TO MH-224



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/91	MCM	REVISED PIPE SIZE.	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

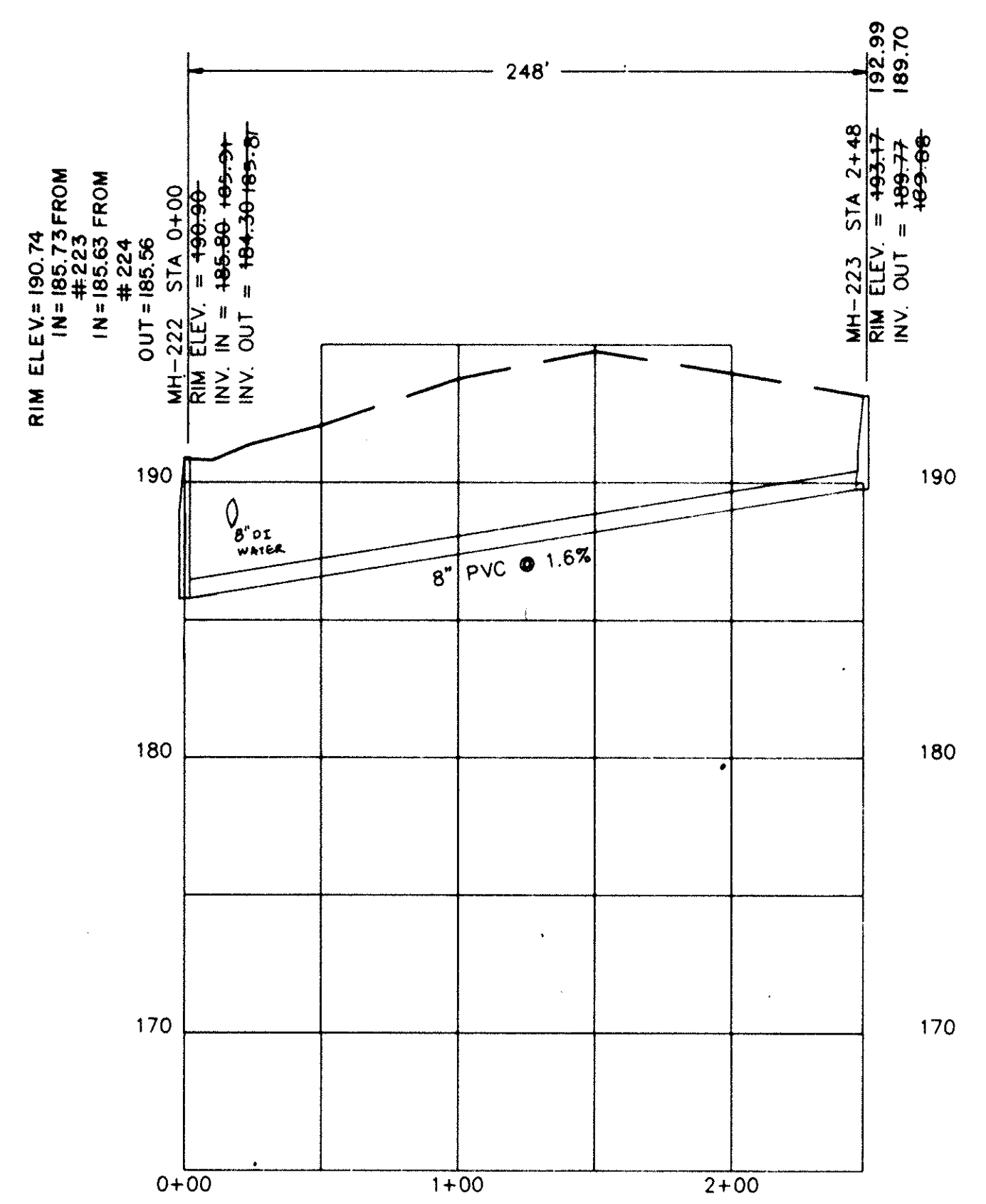


RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

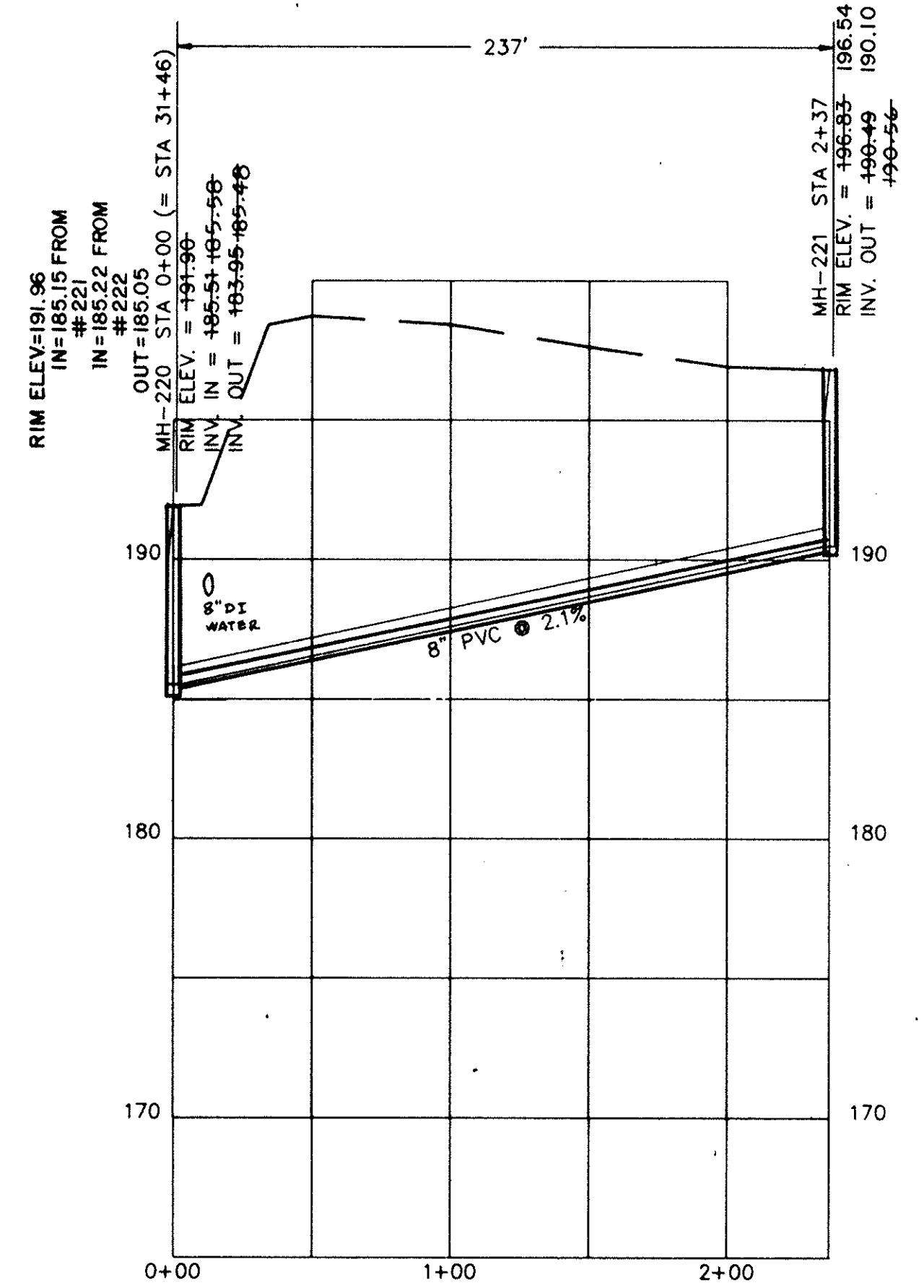
SEWER PLAN & PROFILE
ANDREWS ROAD

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

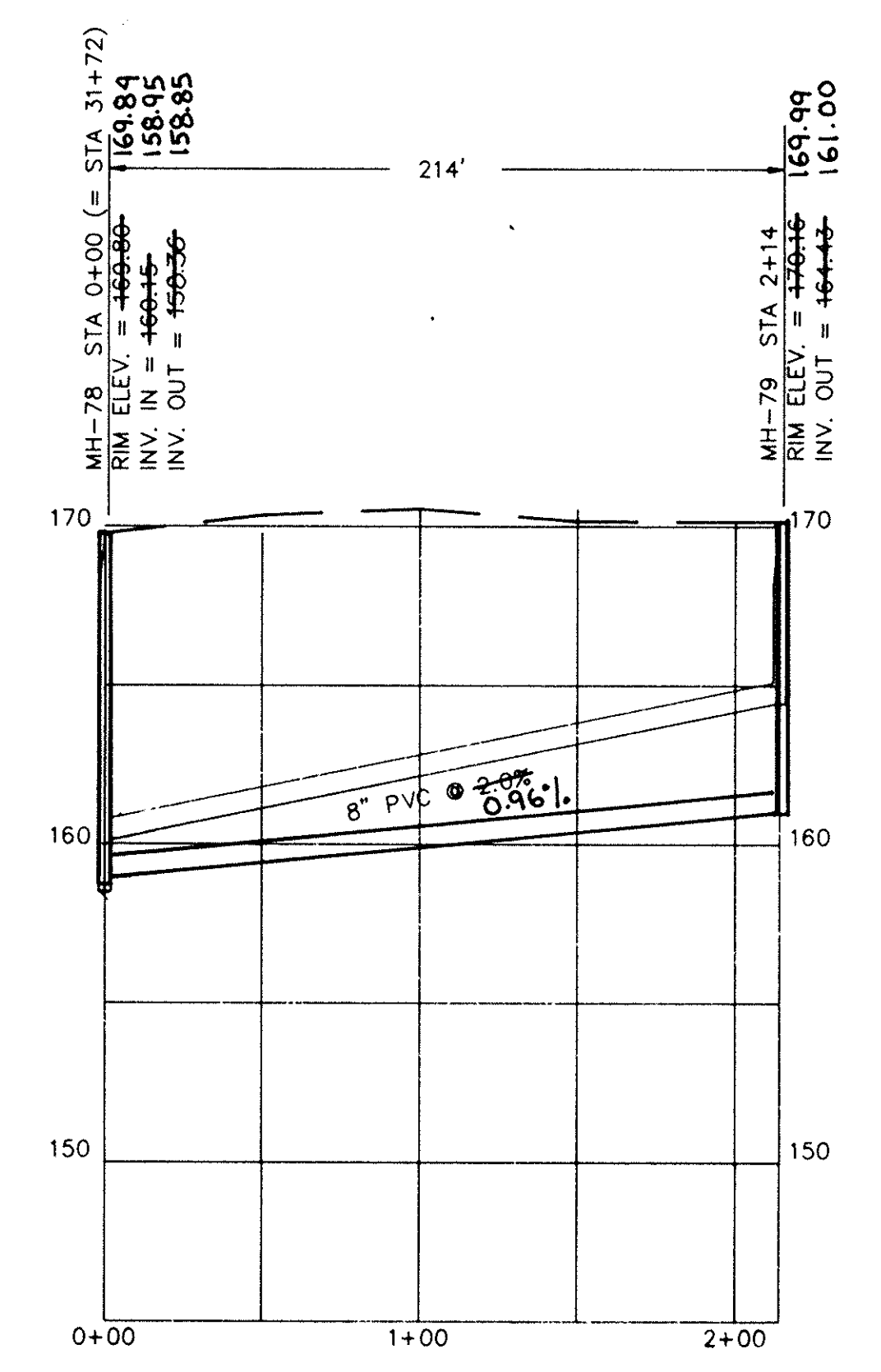
MCM/CAD	SEV/MCM	SCW/ATANDRE
DATE	DESIGN	FILE
9/18/89	88036-39	
SCALE	SCALE	SCALE



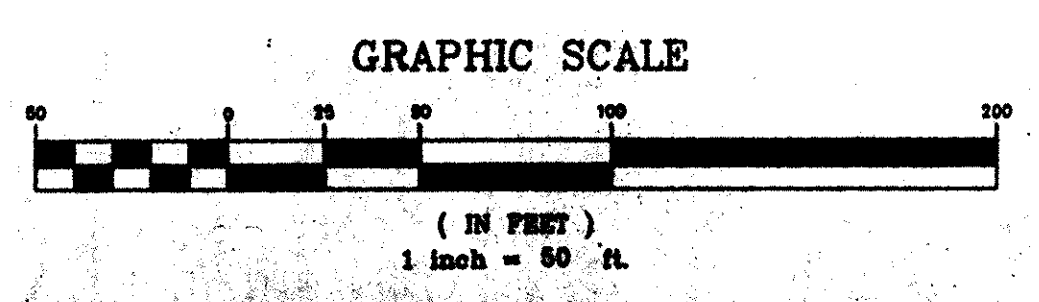
NEAR ANDREWS ROAD
MH-222 TO MH-223
SEE SHEET 39 FOR PLAN



NEAR ANDREWS ROAD
MH-220 TO MH-221
SEE SHEET 39 FOR PLAN



BLUFF ROAD
MH-78 TO MH-79
SEE SHEET 38 FOR PLAN



APPROVED

REVISION		REVISOR		REVISION		REVISOR	
4	TCW	REVISED PER COMMENTS					
3	TCW	RECORD DRAWING					
2	MCM	REVISED INVERTS MH 220, 221, 222 & 223.					
1	GLB	ISSUED FOR APPROVAL					
0	SEV	ISSUED FOR APPROVAL					
REV.	DATE	BY	DESCRIPTION	APP.	DATE	BY	DESCRIPTION

STEVEN C. WOHLFEL
No. 7732

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE

prime associates, inc.
engineers planners surveyors

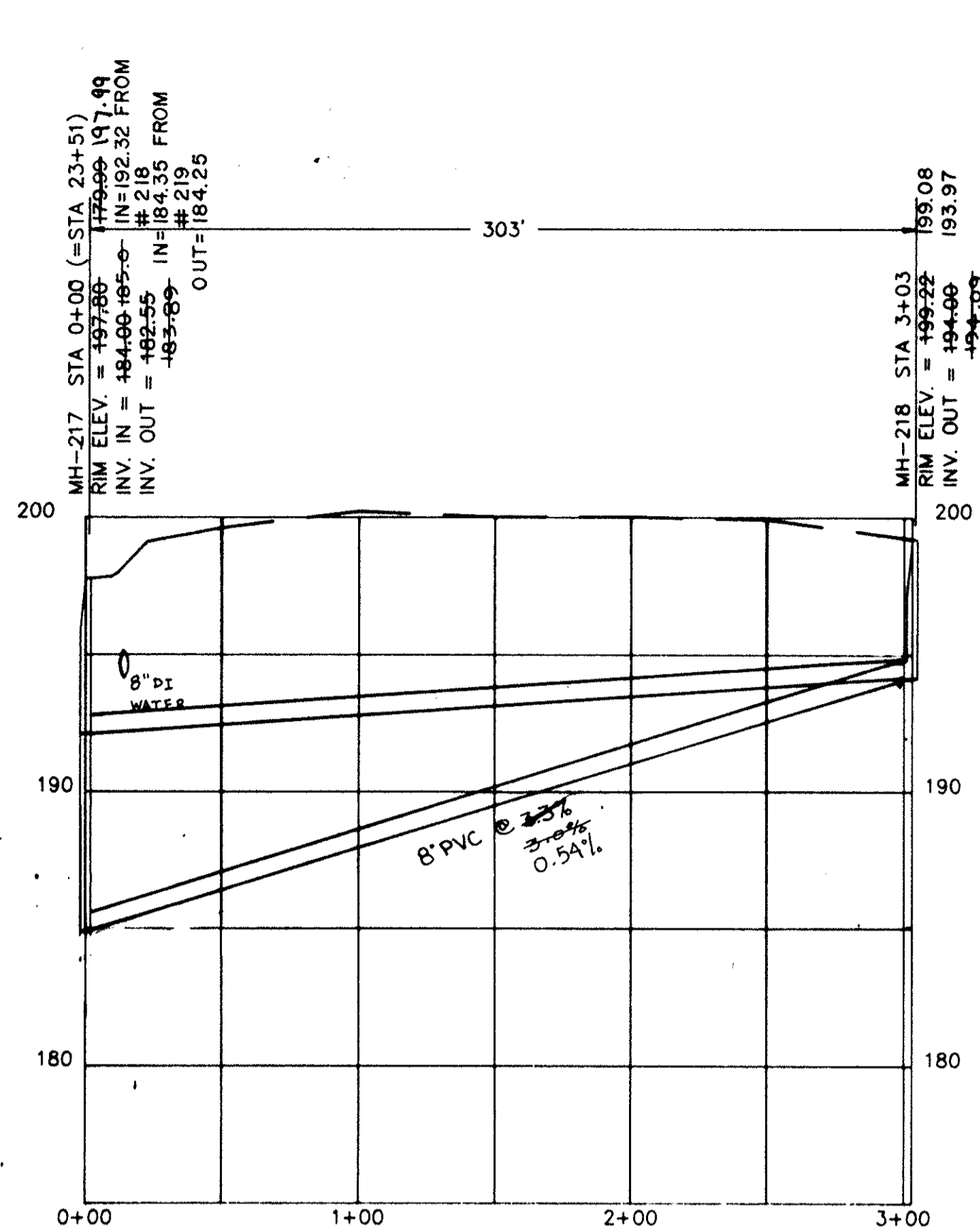
COLUMBIA SOUTH CAROLINA

SEV/CAD: SEV
DATE: 9/18/89
SCALE: 1"=50'

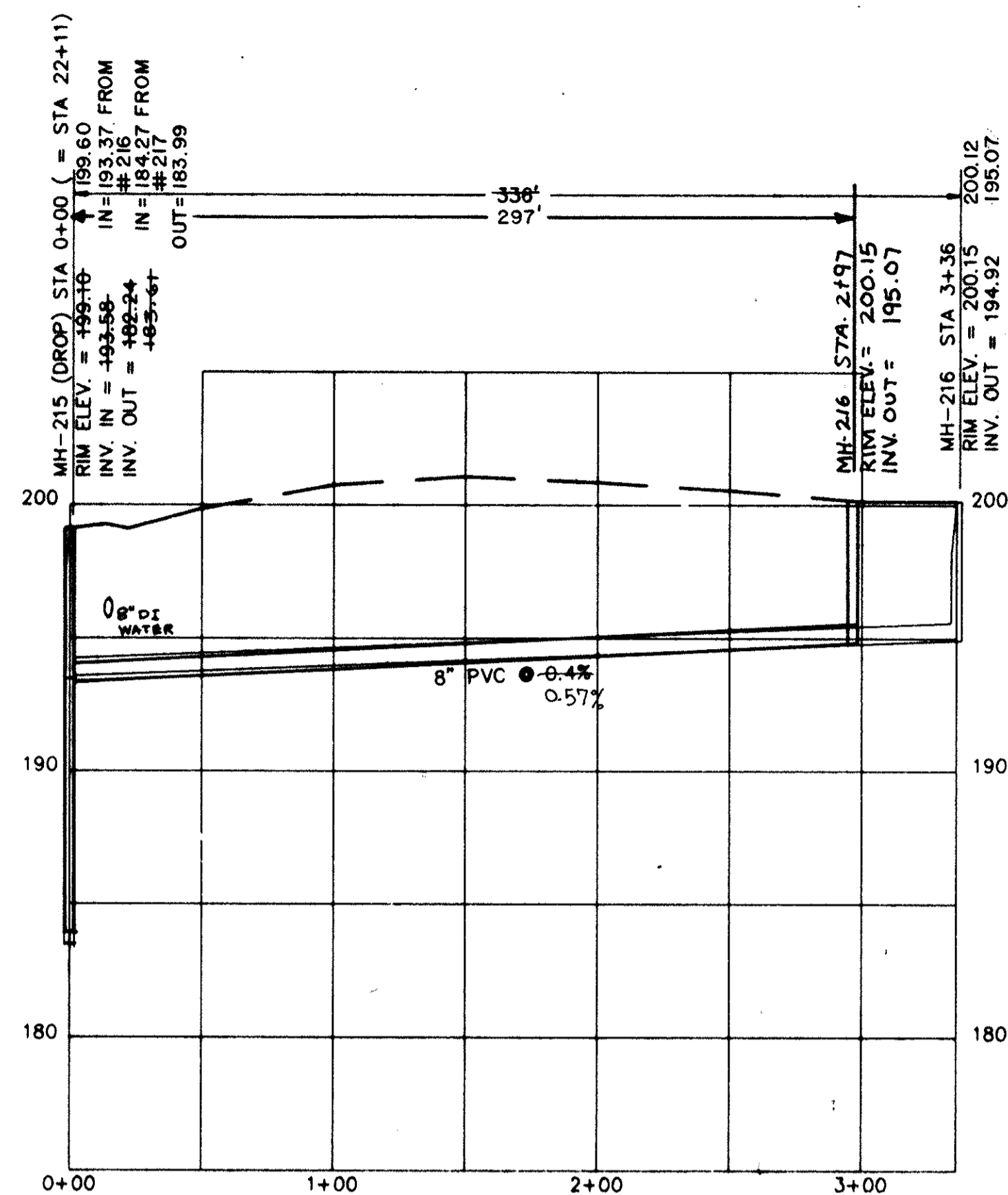
SEV: SEV
DATE: 9/18/89
SCALE: 1"=50'

SCW: SCW
DATE: 9/18/89
SCALE: 1"=50'

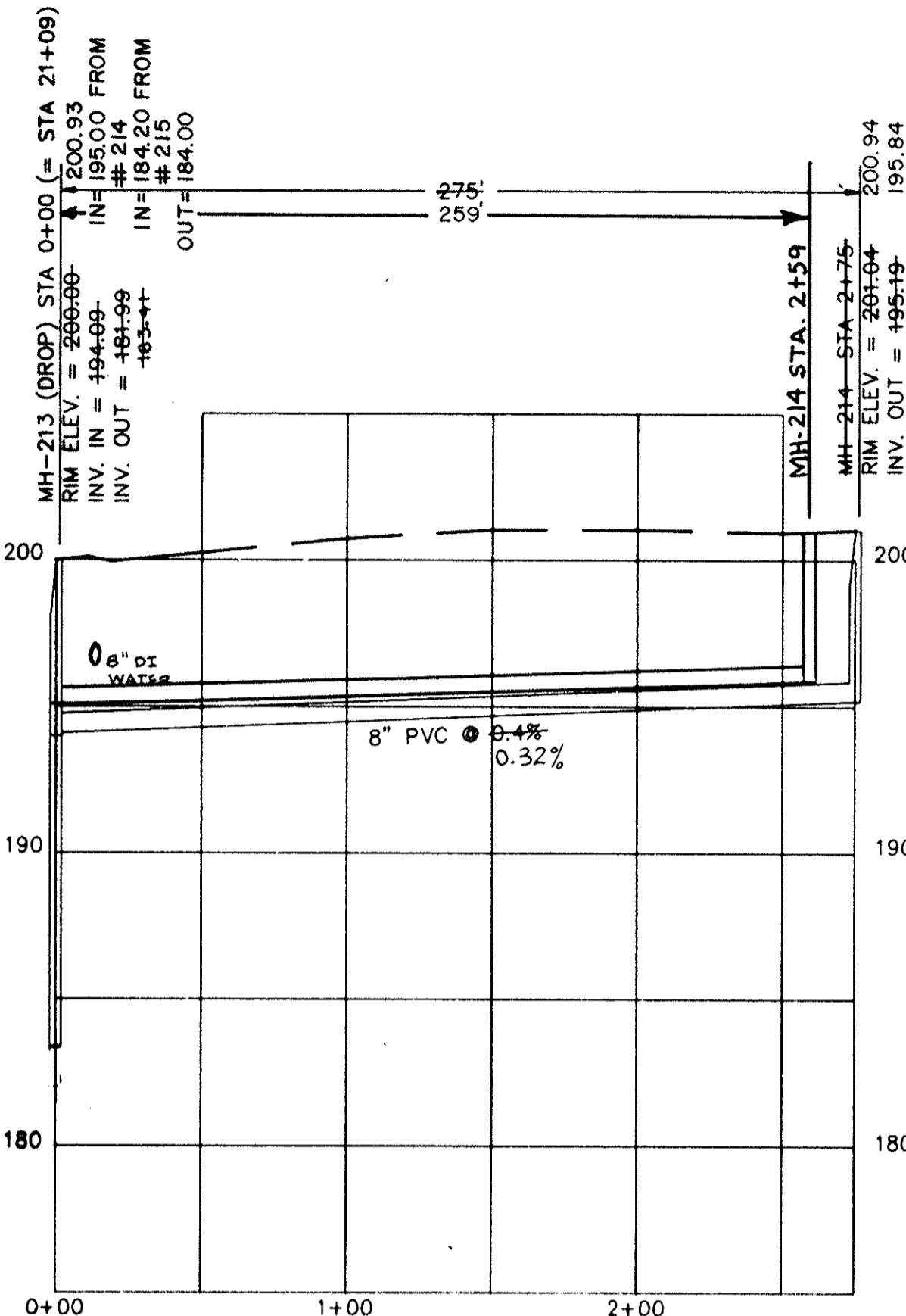
ATW-1: ATW-1
DATE: 9/18/89
SCALE: 1"=50'



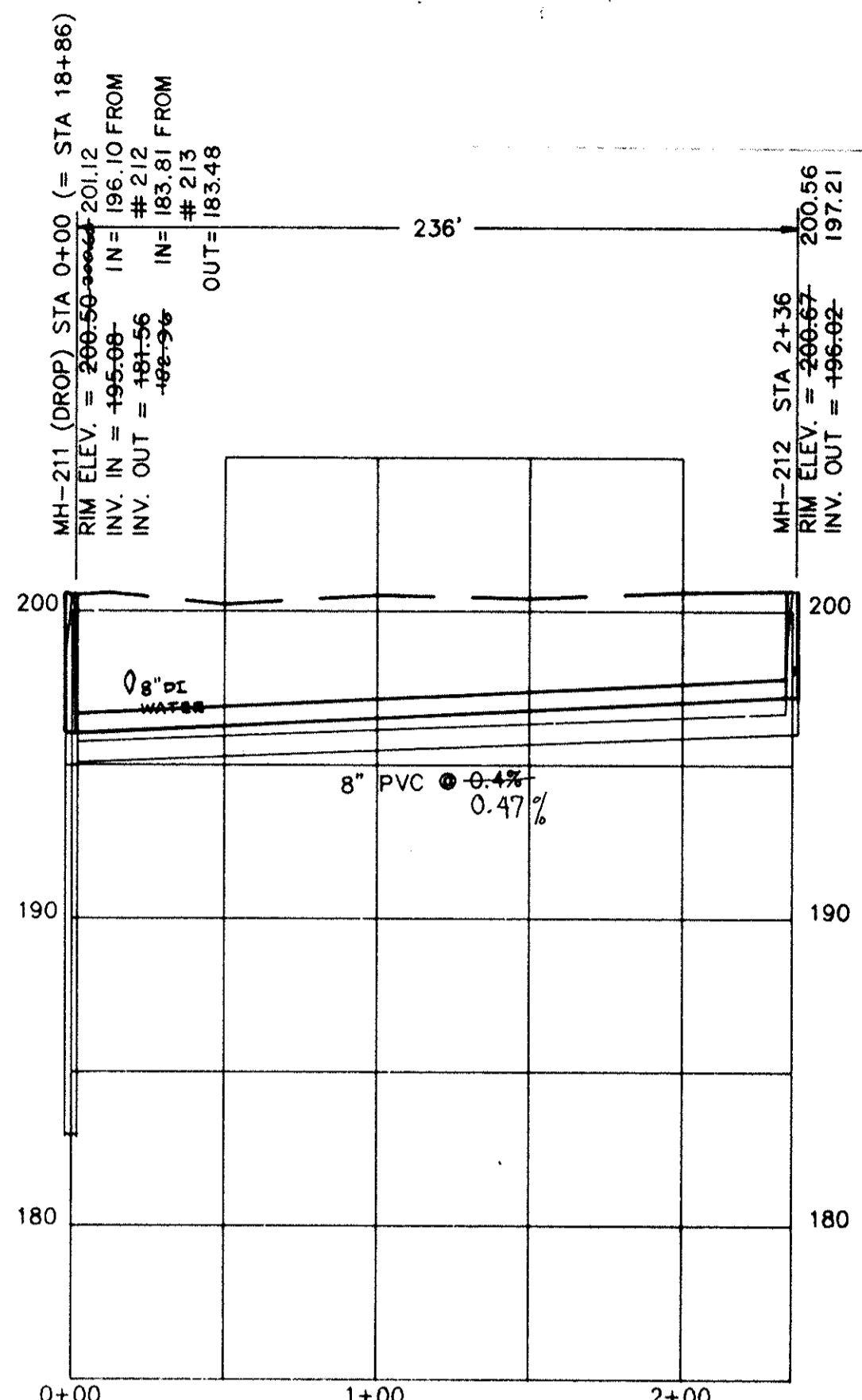
NEAR ANDREWS ROAD
MH-217 TO MH-218
SEE SHEET 38 FOR PLAN



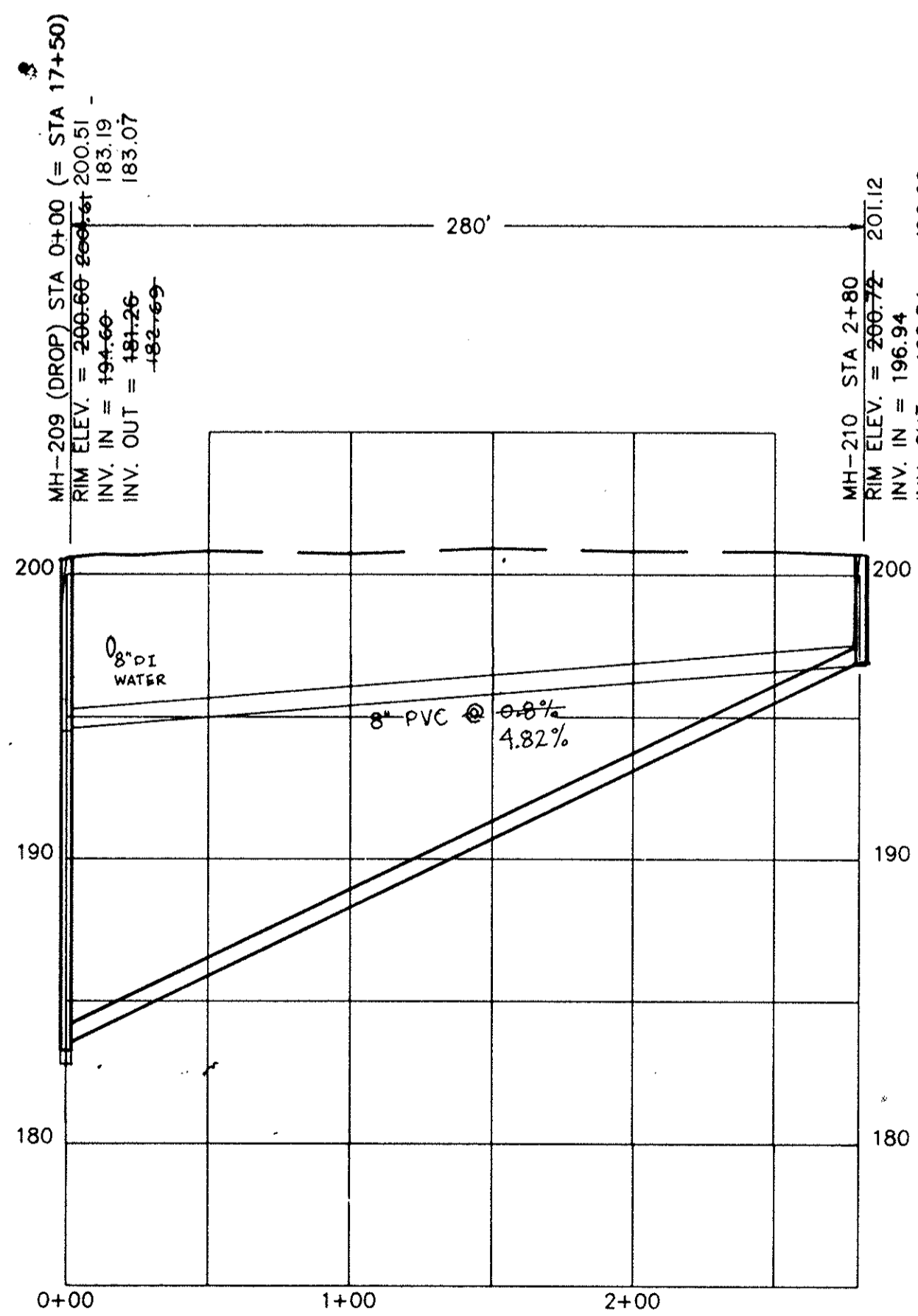
NEAR ANDREWS ROAD
MH-215 TO MH-216
SEE SHEET 38 FOR PLAN



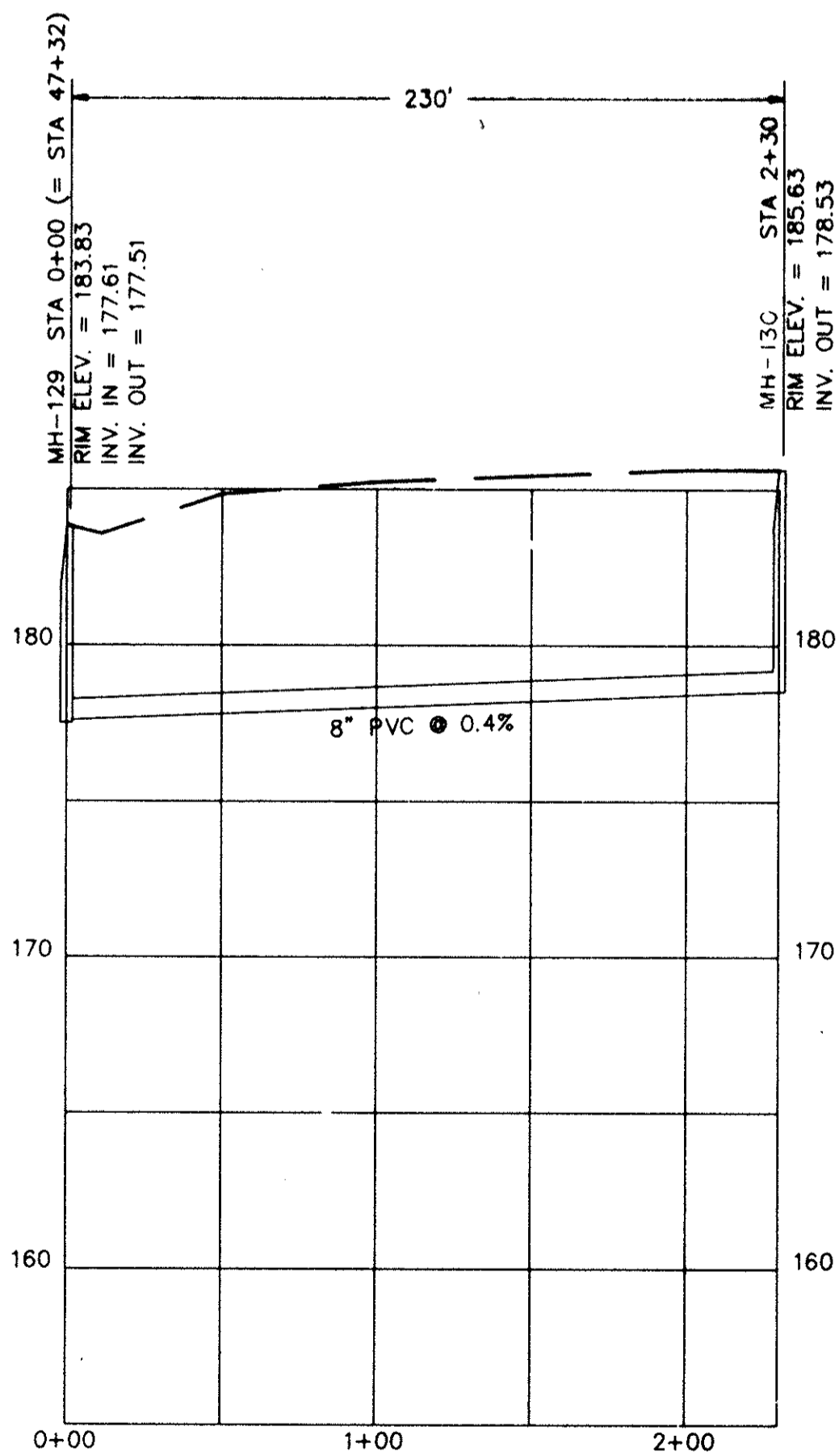
NEAR ANDREWS ROAD
MH-213 TO MH-214
SEE SHEET 38 FOR PLAN



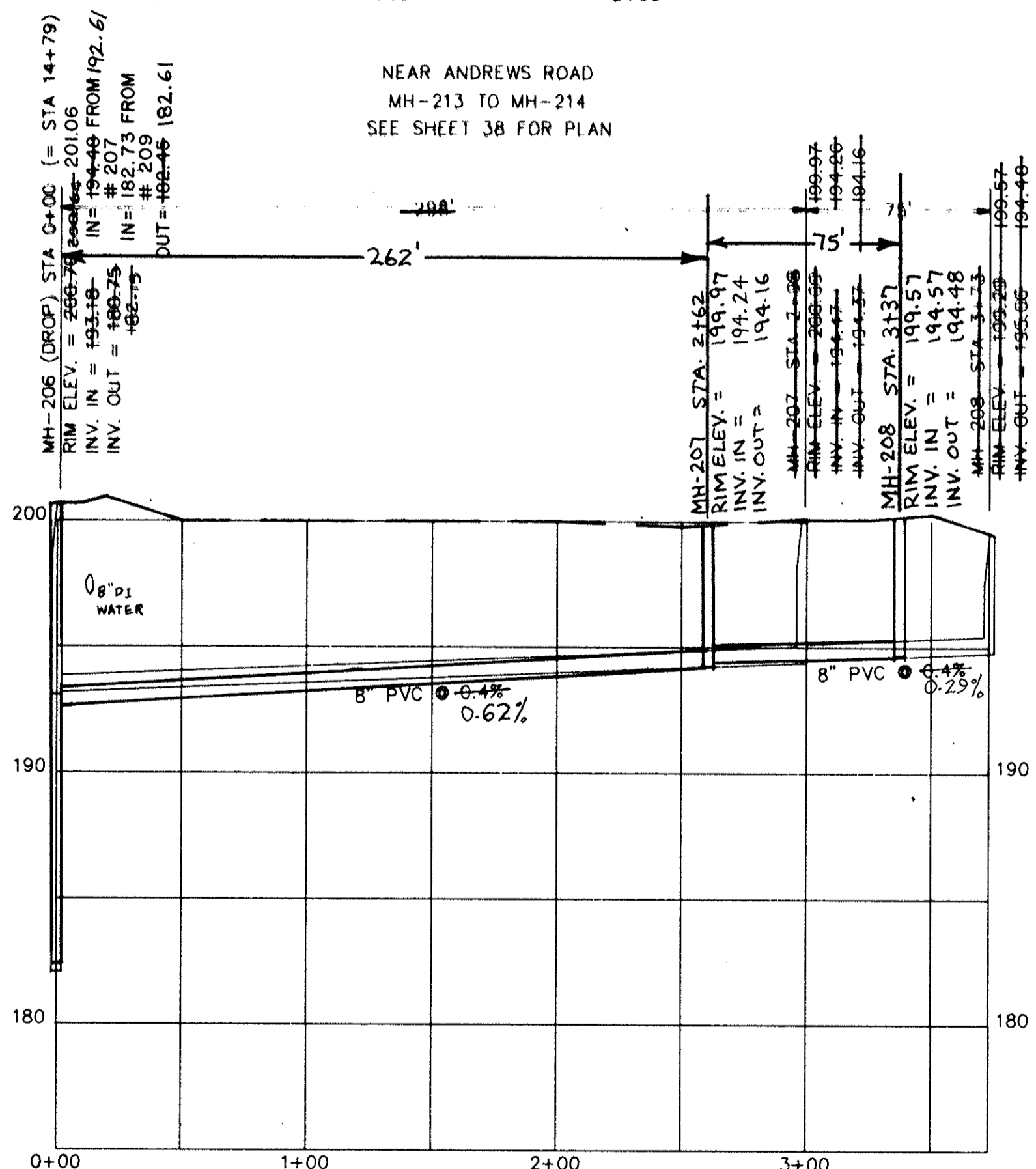
NEAR ANDREWS ROAD
MH-211 TO MH-212
SEE SHEET 38 FOR PLAN



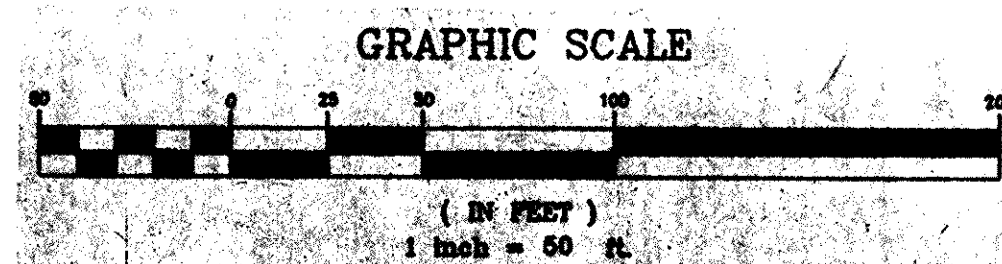
NEAR ANDREWS ROAD
MH-209 TO MH-210
SEE SHEET 38 FOR PLAN



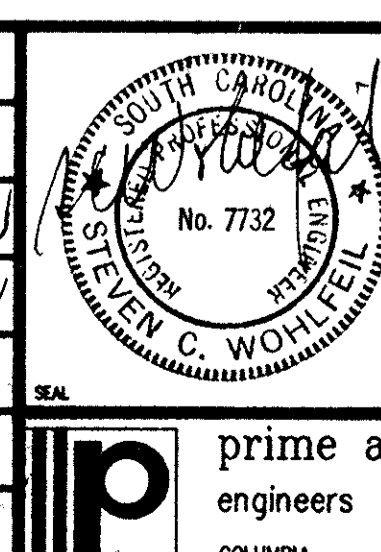
NEAR ANDREWS ROAD
MH-129 TO MH-130
SEE SHEET 37 FOR PLAN



NEAR ANDREWS ROAD
MH-206 TO MH-208
SEE SHEET 38 FOR PLAN



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/95	MCM	REVISED INVERTS MH. 206, 209, 211, 213, 215, 217 & 218	
1	6/18/95	GLB	ISSUED FOR APPROVAL	
0	9/18/95	SEV	ISSUED FOR APPROVAL	



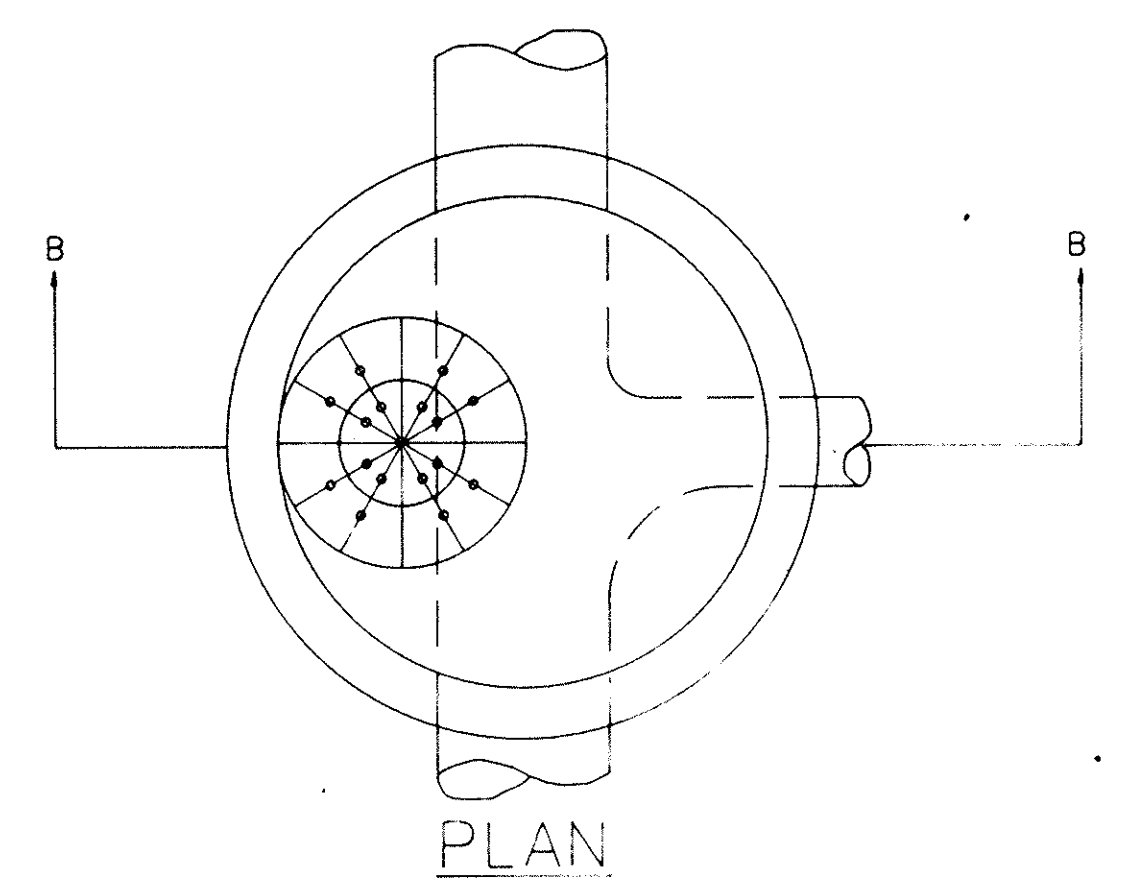
RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE

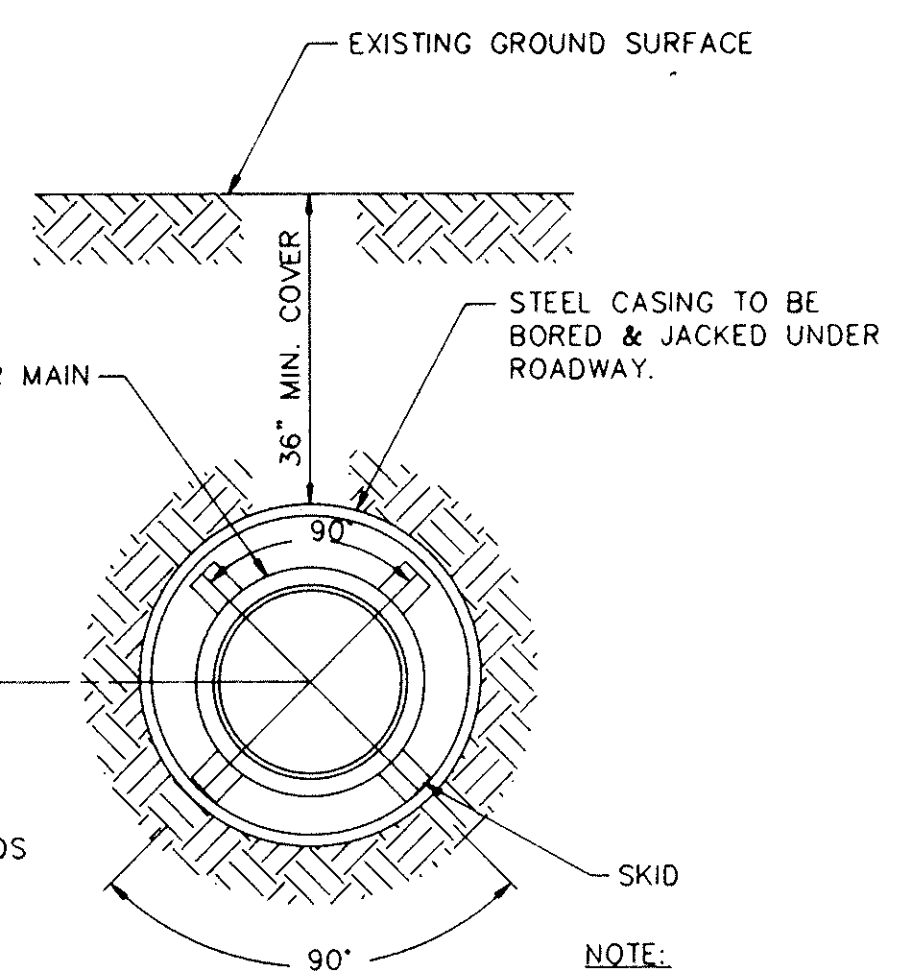
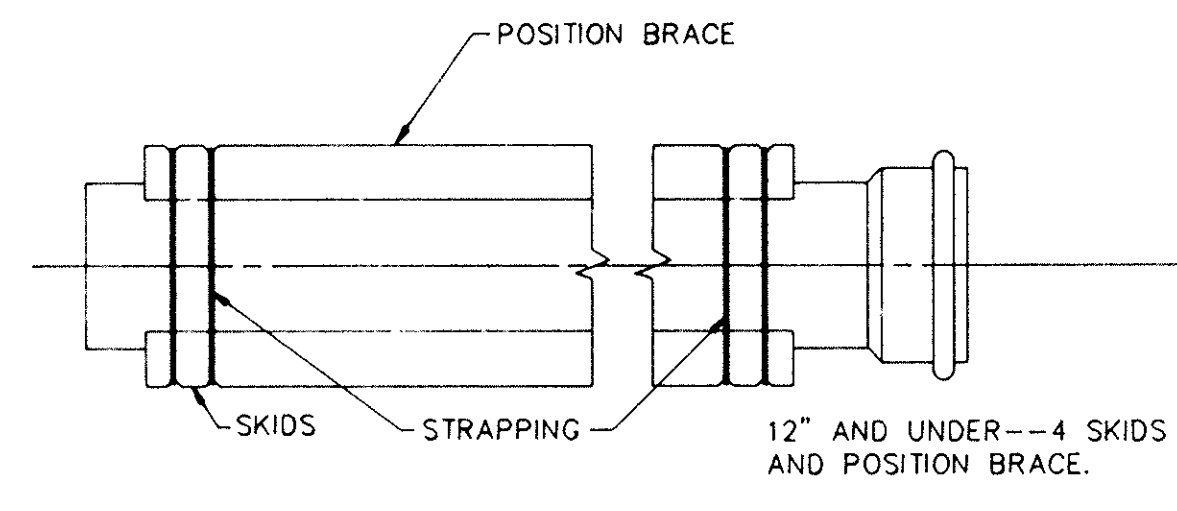
prime associates, inc.
engineers planners surveyors

88036-41

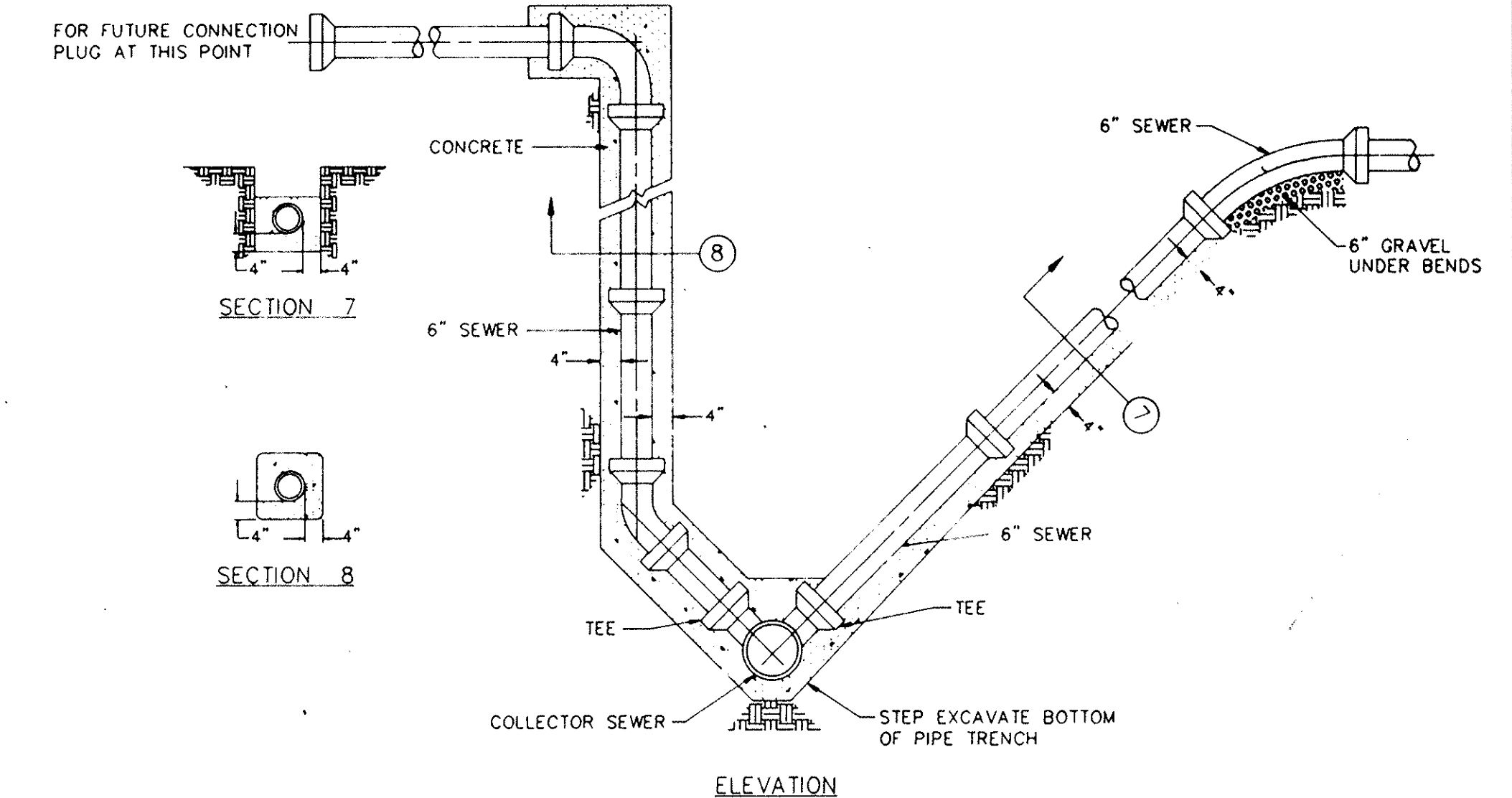
APPROVED



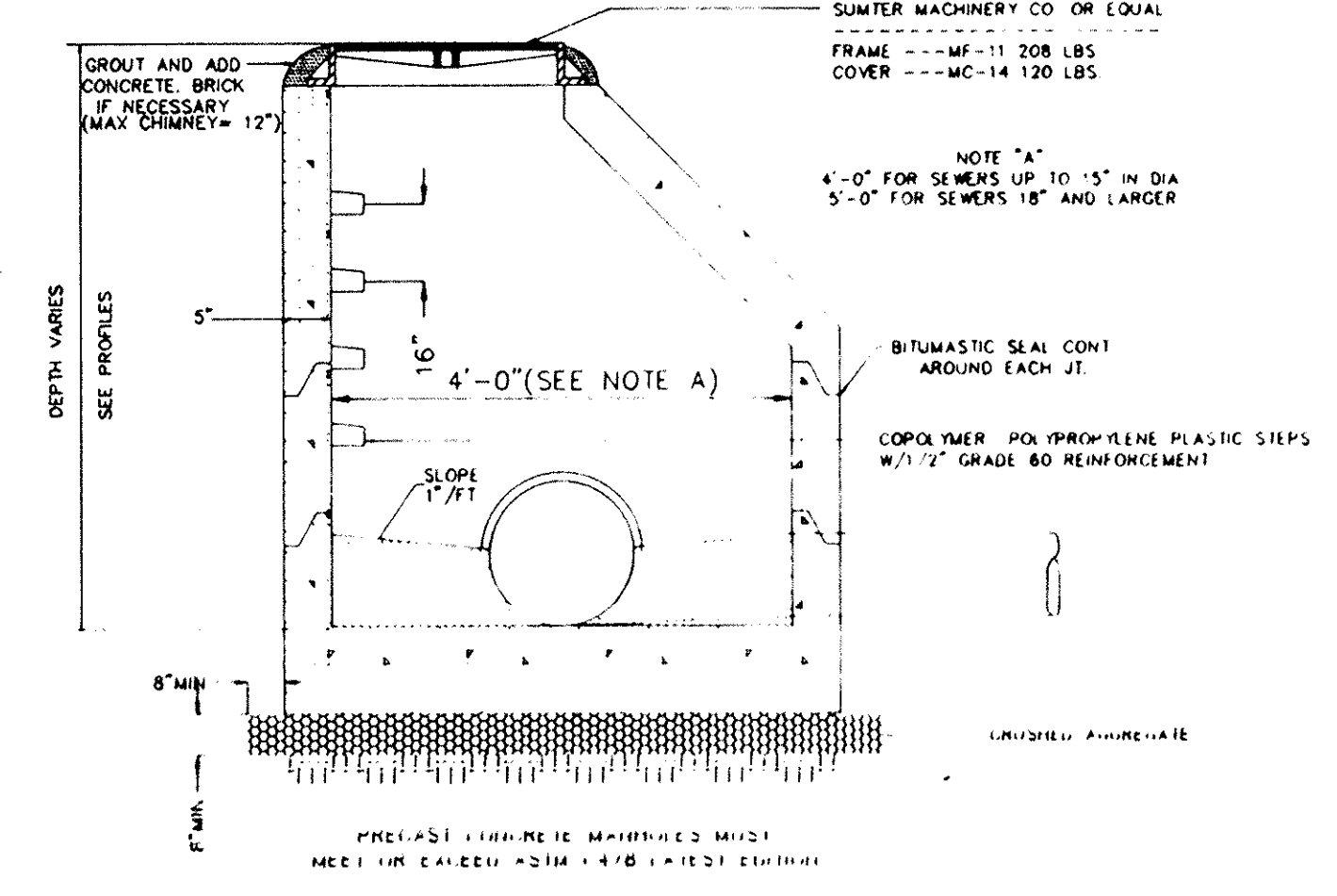
PIPE SIZE (DIAMETER IN INCHES)	CASING SIZE IN INCHES	
	DIAMETER	THICKNESS
4	10	0.188
6	12	0.188
8	16	0.219
10	18	0.250
12	20	0.281
15	24	0.344
18	30	0.406
21	33	0.489
24	36	0.500
27	40	0.500



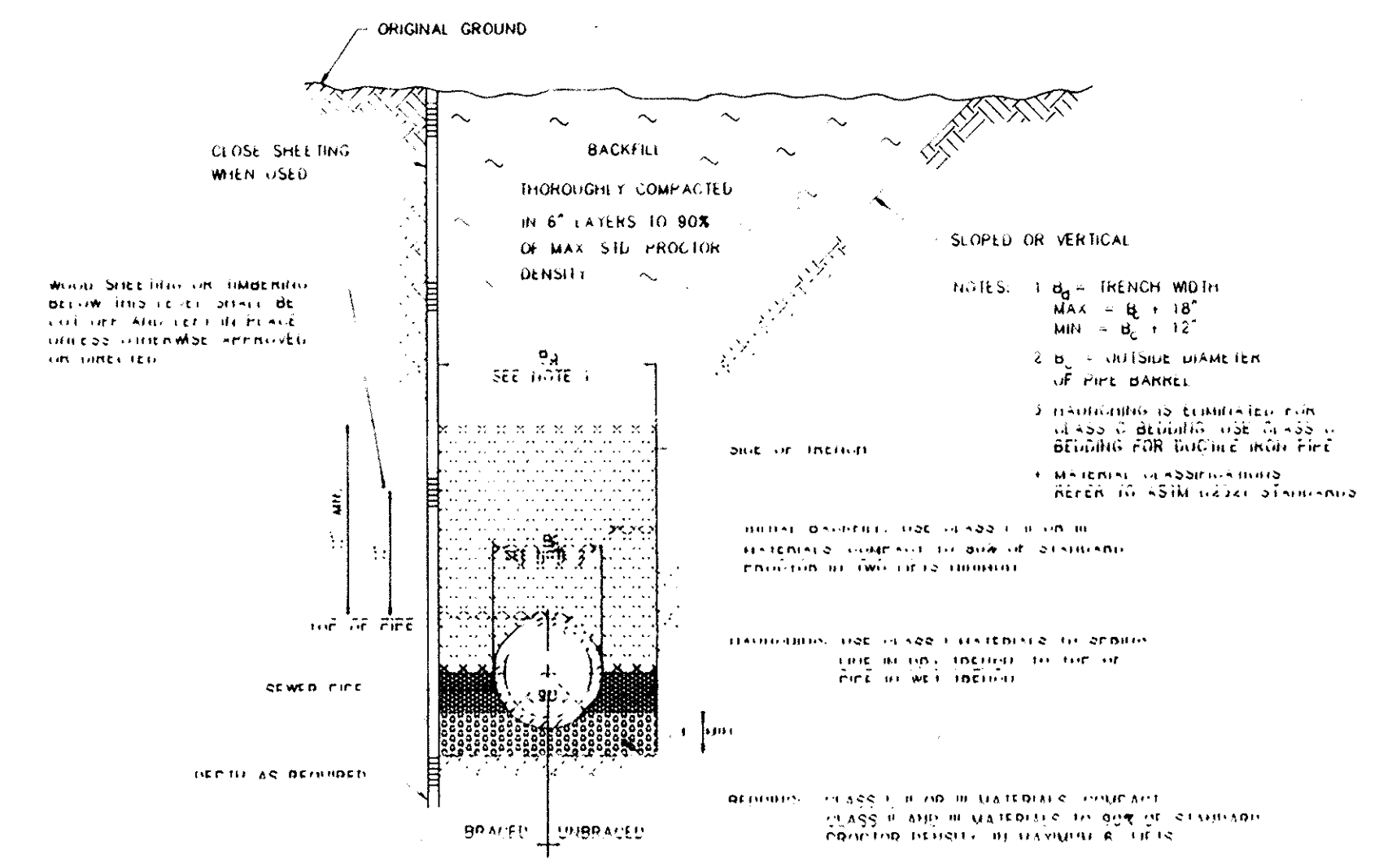
TYPICAL STEEL CASING
NO SCALE



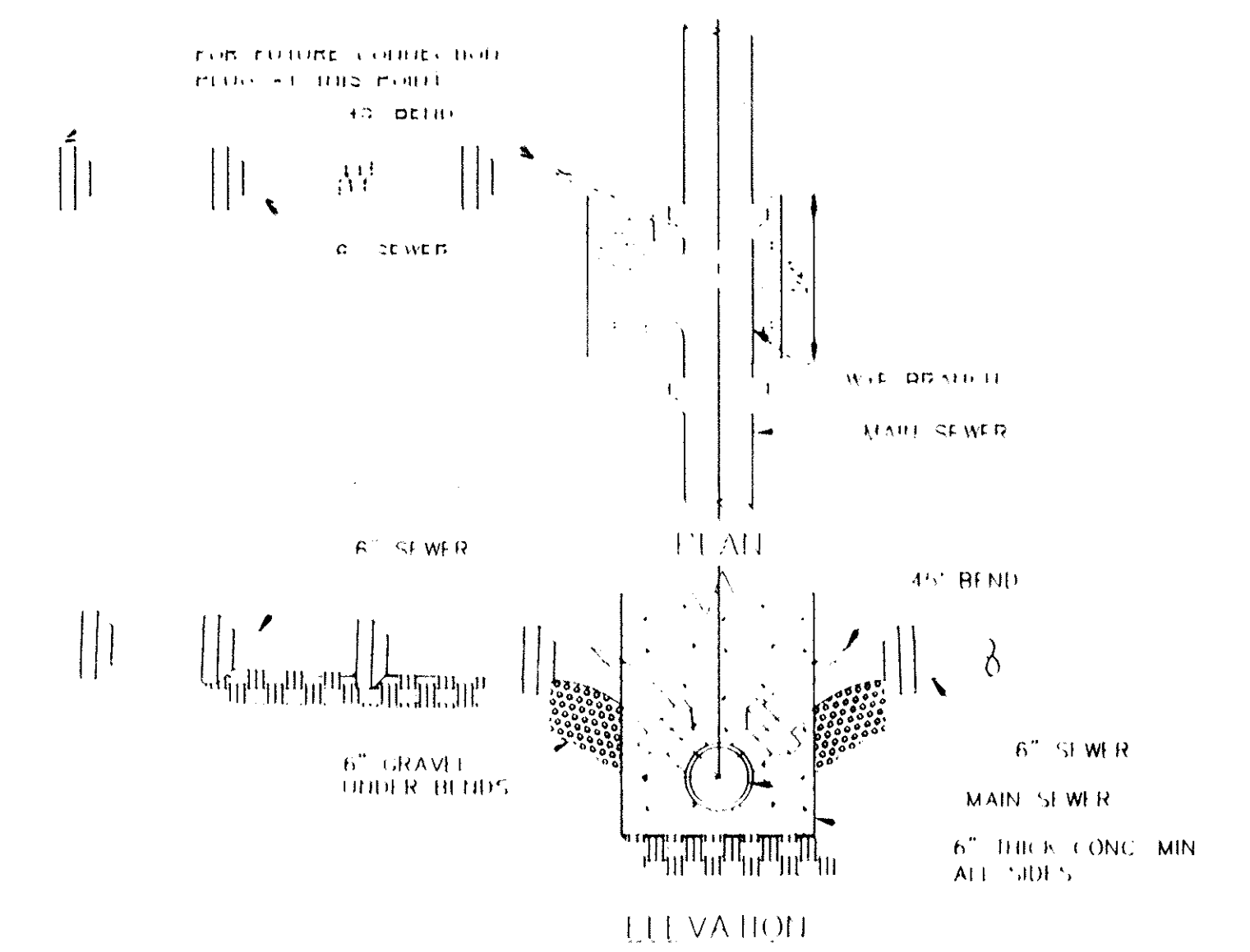
STANDARD SERVICE CONNECTION TYPE "B"
NO SCALE



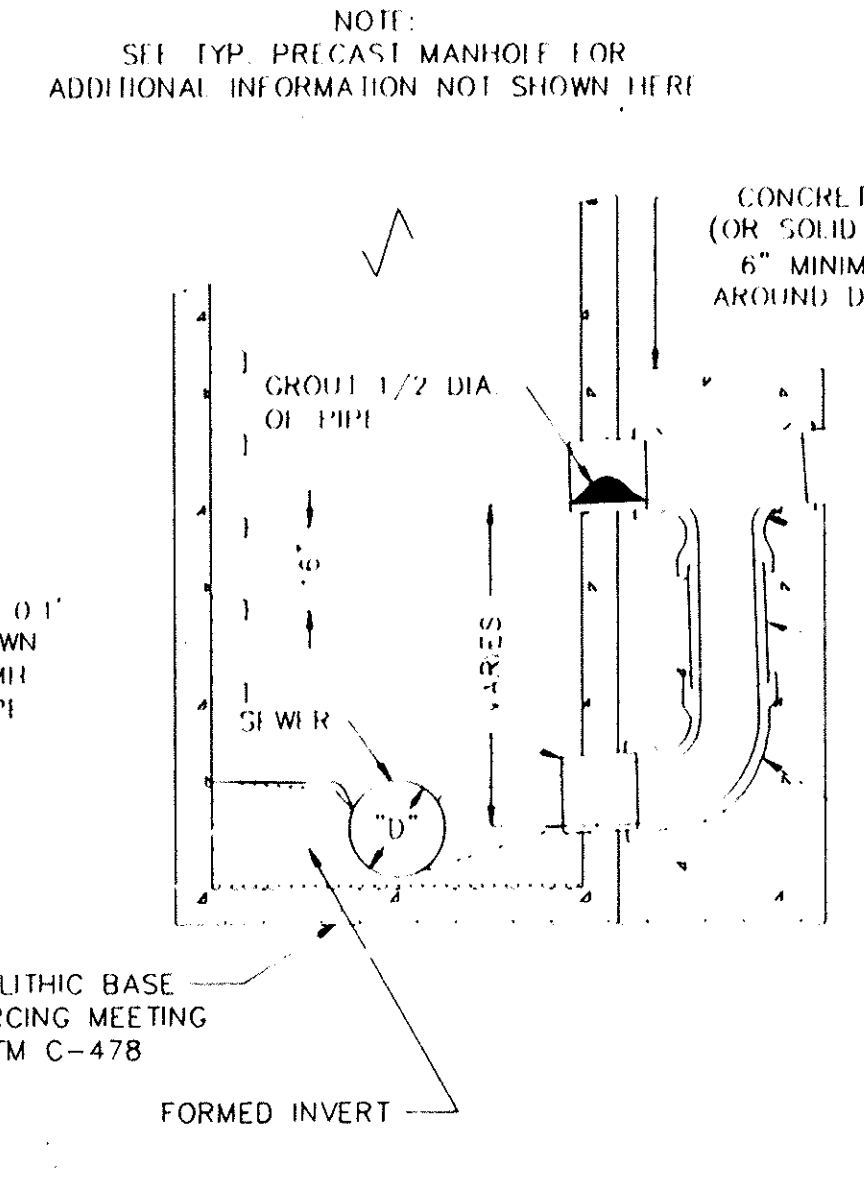
PRECAST CONCRETE MANHOLE
NO SCALE



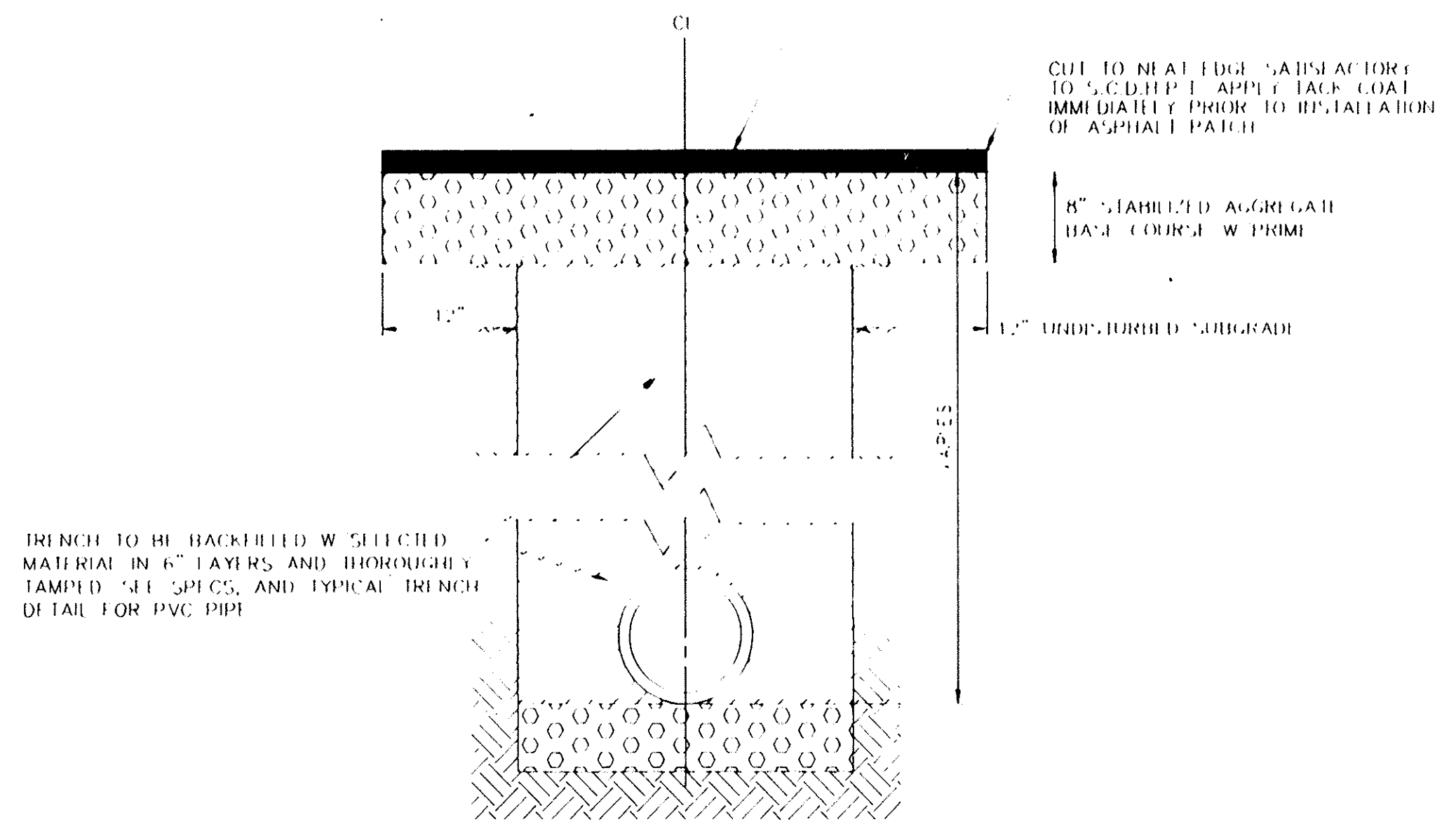
TYP. TRENCH DETAIL FOR PVC PIPE--CLASS B BEDDING
NO SCALE



STANDARD SERVICE CONNECTION--TYPE "A"
NO SCALE



PRECAST DROP MANHOLE
NO SCALE



PAVEMENT REPAIR
NO SCALE

REV.	DATE	BY	DESCRIPTION	APP.
0	5/15/95	TCW	RECORD DRAWING	
1	7/2/95	MAA	ADDED 6" MIN. COVER	
2	11/14/90	GLB	CONV. TO CAD FILE, REV. CASING DETAIL ADD PAVEMENT REPAIR DETAIL	
1	6/8/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	KJB	ISSUED FOR APPROVAL	

RECORD DRAWING
ARTHURTOWN SEWER SYSTEM

DETAILS

prime associates, inc.
engineers planners surveyors
COLUMBIA SOUTH CAROLINA

9/18/89 AS SHOWN
SCALE 1"=10'-0"

88036-DET



STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-23HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN SANITARY SEWER LINES TO SERVE THE ARTHURTOWN, LITTLE CAMDEN, AND TAYLORS SANITARY SEWER SYSTEM, PHASE 1.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain sanitary sewer lines to the City of Columbia, as specifically described in the attached DEED TO SANITARY SEWER LINES FOR ARTHURTOWN/LITTLE CAMDEN/TAYLORS SANITARY SEWER SYSTEM, PHASE 1; CF#180-16, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of _____, 2023.

Anette Kirylo
Clerk of Council

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

BW

August 2, 1990

Re: Proposed Sanitary Sewer Plans For
Arthurstown/Little Camden/Taylor's;
Prime Associates, Inc.; Plans Dated
June 8, 1990; City File #130-16

Mr. Jerry Kaster, Director
Richland County Planning Management Department
P. O. Box 192
Columbia, SC 29202

Dear Mr. Kaster:

The referenced plans, received June 11, 1990, have been examined and are approved with the following exceptions and provisions:

1. All work and materials must conform to City Specifications, latest revision at beginning of construction, and City and County Regulations.
2. The developer must provide the City engineer forty-eight (48) hours notice prior to beginning construction. It is requested that this notice be given to Robert McCoy at 733-8232. Additionally, the developer must provide the project contractor a copy of this approval letter.
3. In the event any of the work related to sanitary sewer on this project is to be performed within public street or road rights-of-way or in an existing City easement by other than City of Columbia forces, indemnification of the City in accordance with Section 6-2002 through 6-2005 of the City Code is required. Should additional information regarding this be required, please contact the City Legal Office at 733-8247.
4. All grading within areas where sanitary sewer lines are approved for construction must be completed prior to installation of the pipe. If for any reason the grades are changed, thereby reducing the required minimum cover over these lines, the developer shall bear the expense of correcting line depth to that specified by current City Regulations.

5. Where manholes are proposed in unpaved roads, the manhole must be installed behind the ditch line. If these roadways are to be improved (paved), locations as proposed will be acceptable.
6. Separation of sanitary sewers and the existing water mains must meet requirements of the "Ten State Standards".
7. Construction details must be in conformance with City Specifications. It should be noted, precast monolithic manhole base sections are not approved by City Specifications. See Part 17, Standard Detail No. SSC-12.
8. The developer shall be responsible for installation of individual services off the proposed mains. Individual services must be installed to each lot along the route of the proposed mains.
9. Water tight manhole covers shall be installed on manholes in areas subject to flooding.
10. Prior to final acceptance of the sanitary sewers for operation and maintenance, a registered professional engineer must certify that proper infiltration tests have been conducted and infiltration does not exceed 200 gallons per day, per mile, per inch of internal diameter.
11. Treatment of effluent from the reference project will be provided at the Columbia Metro Wastewater Treatment Plant (NPDES Permit No. SC0020940).
12. The proposed sanitary sewers in areas outside public road rights-of-way must be installed in exclusive easements. Easement width shall be sufficient for access and maintenance of the sanitary sewer. Normally easements are minimum 15' wide when "cross country". Where the easement is parallel and contiguous to another easement or public road right-of-way, it may be 10' in width. It shall be the developer's responsibility to obtain all required easements.
13. Construction plan approval is valid for only two years. In the event improvements have not been constructed within that time, plans must be resubmitted for approval and shall be subject to ordinances and regulations in effect on that date.

Mr. Jerry Easter

- 3 -

August 2, 1990

Should you require additional information, please feel free to contact Robert McCoy at 733-8232.

Yours very truly,



John J. Dooley, Jr., P. E.
City Engineer

W:rm S/D-42 XVII

CC: Mr. G. Michael Caughman
Director of Domestic Wastewater
Mr. Steven C. Wohlfeil, P. E.
Prime Associates, Inc.
Mr. Gregory K. Saunders
Assistant Richmond County Administrator

~~Handwritten mark~~
BW

November 1, 1990

Re: Proposed Sanitary Sewer Plans for
Arthurtown/Little Camden/Taylor's;
Prime Associates, Inc.; Plans
Dated June 8, 1990; City File
#180-16

Mr. Steven C. Wohlfell, P. E.
Prime Associates, Inc.
601 Devins Street
Columbia, SC 29201

Dear Mr. Wohlfell:

This is in response to your letter dated October 23, 1990 with a listing of streets in the area of the referenced project that have been scheduled by Richland County for paving.

Based on the furnished data, item 5 of the August 2, 1990 approval letter for the referenced project is hereby deleted.

Should you require additional information, please feel free to contact Robert McCoy at 733-8232.

Yours very truly,



John J. Dooley, Jr., P. E.
City Engineer

RH:pw S/D-XX-26

CC: Mr. G. Michael Caughman, Division Director of Domestic Wastewater
Mr. Andy H. Meetze, Richland County Department of Public Works and
Utilities

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHLAND)

DEED TO SANITARY SEWER LINES FOR ARTHURTOWN / LITTLE CAMDEN/ TAYLORS SANITARY SEWER SYSTEM, PHASE 1; RICHLAND COUNTY TMS # 11100-01-06, 11110-01-03, 11111-01-02, 11111-01-03, 11111-01-04, 11111-01-05, 11111-01-35, 11111-01-36, 11111-01-51, 11111-01-52, 11111-01-54, 11111-01-55, 11115-01-01, 11115-01-08, 11115-01-12, 11115-03-04, 11115-03-05, 11115-04-01, 11115-04-03, 11115-04-04A, 11115-04-05, 11115-04-14, 11115-04-15, 11115-04-16, 11115-07-19, 11115-07-20, 11115-07-32, 11115-07-39, 11115-08-16, 11115-08-50, 11115-08-51, 11115-08-52, 11115-08-53, 11116-02-02, 11116-02-03, 11116-03-03, 11116-03-19, 11116-03-20, 11116-03-21, 11116-03-22, 11116-03-23, 11116-03-24, 11116-03-25, 11116-03-26, 11116-03-27, 11116-03-28, 11116-03-29, 11116-03-31, 11116-04-03, 11116-04-04, 11116-04-07, 11116-04-09, 11116-04-15, 11116-04-40, 11116-04-41, 11116-04-43, 11116-04-44, 11116-04-45, 11116-04-46, 11116-04-47, 11116-05-04, 11116-05-05, 11116-05-07, 11210-02-02, 11210-02-03, 11210-02-04, 11210-02-05, 11210-02-06, 11210-02-09, 11210-02-10, 11211-06-30, 11211-06-32, 11211-06-33, 11211-06-34, 11211-06-40, 11211-06-41, 11211-06-42, 11211-06-43, 11211-06-50, 11211-06-54, 11211-06-55, 11211-06-56, 11211-06-57, 11211-06-61, 11211-06-62, 11211-06-63, 11211-06-70, 11211-06-71, 11211-06-72, 11211-06-77, 11211-06-79, 11211-06-82, 11211-06-83, 11211-06-84, 11211-06-85, 11211-06-86, 11211-06-87, 11211-06-88, 11213-01-01, 11213-02-14, 11213-02-15, 11213-03-22, 11213-03-23, 11213-05-05, 11213-05-06, 13701-01-15, 13701-01-20, 13701-01-21, 13701-01-22, 13701-01-23, 13701-04-14, 13701-04-16, 13701-04-17, 13701-04-18, 13701-04-19, 13701-04-20 & 13701-04-29 (PORTION); CF #180-16

RICHLAND COUNTY

to

CITY OF COLUMBIA

WHEREAS, Richland County funded and constructed the sanitary sewer lines for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 and the purpose of this document is to transfer ownership of Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 from Richland County to the City of Columbia, the sanitary sewer provider in these areas; and

WHEREAS, the City of Columbia accepted Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 for operation and maintenance on June 2, 1995 through issuance of a temporary letter for operation and maintenance, subject to the finalization

APPROVED AS TO FORM



Legal Department City of Columbia, SC
5.24.2022

of the transfer of the sanitary sewer system to the City; and

WHEREAS, the sanitary sewer lines described herein and as shown on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, dated May 15, 1995 are conveyed subject to sanitary sewer easements obtained by Richland County through acquisition and condemnation for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1; and

WHEREAS, the sanitary sewer easements obtained by Richland County for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 shall be assigned and granted to the City of Columbia. Reference is made to each recorded sanitary sewer easement obtained by Richland County in Exhibit A, attached hereto and incorporated herein; and

NOW, THEREFORE, for value received, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described sanitary sewer lines:

All those certain sanitary sewer lines, the same being 8", 12", 15" and 18" in diameter including manholes, manhole castings, service lines to cleanouts, service lines to easement boundaries and all components to complete the system and more clearly shown on City File #180-16.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and as shown on City File #180-16, which is incorporated herein by specific reference thereto.

Sheet 1 - An 18" sanitary sewer line beginning at an existing manhole and tie to an existing 15" City of Columbia sanitary sewer line (CF #200-113) located on TMS #11100-01-06, n/f University of South Carolina, south of the Bluff Industrial Boulevard cul-de-sac approximately one hundred sixty-five (165) feet southwest of the southwestern building corner of "Standard Warehouse Building" on TMS #11112-01-29, n/f BYJ, LLC; thence extending therefrom in a southwesterly direction along said TMS #11100-01-06, for a distance of twelve and five tenths (12.5) feet to **MH-1** located on said TMS #11100-01-06, southeast of Bluff Industrial Boulevard cul-de-sac, one hundred seventy-three (173) feet southwest of the southwestern building corner of said "Standard Warehouse Building"; thence extending therefrom in a southeasterly direction crossing said TMS #11100-01-06 and along TMS #11111-01-54, n/f Western Industrial, LLC, for a distance of sixty-two and five tenths (62.5) feet to **MH-2** located on said TMS #11111-01-54, one hundred fifty-five (155) feet southwest of the southwestern building corner of said "Standard Warehouse Building" on TMS #11112-01-29; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-54 and along TMS #11111-01-52, n/f Sonoco Recycling, LLC, for a distance of three hundred fifty-one (351) feet to **MH-3** located on said TMS #11111-01-52 approximately two hundred forty-four (244) feet southeast of the southeastern building corner of said "Standard Warehouse Building" on TMS #11112-01-29; thence turning and extending therefrom in a southeasterly direction along TMS #11111-01-52, for a distance of four hundred nine (409) feet to **MH-4** located on said TMS #11111-01-52 approximately one hundred eleven (111) feet southwest of the southwestern building corner of "Sonoco Recycling Building" on TMS #11111-01-51, n/f Sonoco Recycling, LLC; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-52 and TMS #11111-01-51 and along TMS #11111-01-55, n/f Western Industrial, LLC, for a distance of four hundred twenty (420) feet to **MH-5** located on said TMS #11111-01-55 approximately two hundred seventy (270) feet southeast of the southern building corner of said "Sonoco Recycling Building" on said TMS #11111-01-51; Sheet 2 - thence turning and extending therefrom in an easterly direction crossing said TMS #11111-01-55 and along TMS #11111-01-02, n/f Suber, for a distance of four hundred ninety-five (495) feet to **MH-6**

located on said TMS #11111-01-02, twenty-four and five tenths (24.5) feet southeast of the southernmost property corner of TMS # 11111-01-46, n/f Stevenson Warehouses, LLC; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11111-01-02 and TMS #11111-01-03, n/f Richardson and along TMS #11111-01-04, n/f Brown, for a distance of one hundred seventy-eight (178) feet to **MH-7** located on said TMS #11111-01-04 approximately fifty (50) feet southeast of the northwestern property corner of said TMS #11111-01-04; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-04, TMS #11111-01-05, n/f Cannon, TMS #11115-01-01, n/f Hay Hill Services, Inc. and along TMS #11115-01-12, n/f Robinson, for a distance of two hundred fifty-two and six tenths (252.6) feet to **MH-8** located on said TMS #11115-01-12 approximately forty (40) feet northeast of the southwestern property corner of said TMS #11115-01-12; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11115-01-12 and along TMS #11115-01-08, n/f Zion Pilgrim Baptist Church, for a distance of two hundred forty-two (242) feet to **MH-9** located on said TMS #11115-01-08 (now located in Sugar Hill Lane per Arthurtown Paving Project, dated November 27, 1995, prepared for Richland County Department of Public Works, prepared by Florence & Hutcheson, Inc. and being on file with the County Engineer; Project No. RC-PS-95-072), approximately fifty (50) feet northwest of the northernmost property corner of TMS #11115-08-08, n/f Morant; thence turning and extending therefrom in a southeasterly/more southerly direction along Sugar Hill Lane (County Road), for a distance of twenty-five (25) feet to **MH-10** located in Sugar Hill Lane approximately twenty (20) feet northwest of the northernmost property corner of said TMS #11115-08-08; Sheet 3 - thence turning and extending therefrom in a northeasterly direction along Sugar Hill Lane and crossing Sugar Hill Point (County Maintained), for a distance of two hundred fifty-three and four tenths (253.4) feet to **MH-11** located in Sugar Hill Lane approximately fifteen (15) feet northwest of the westernmost property corner of TMS #11115-08-12, n/f Zamora-Moreno; thence turning and extending therefrom in a southeasterly direction crossing Sugar Hill Point and along Childs Street (S-40-2187), for a distance of three hundred seventy-five and six tenths (375.6) feet to **MH-12** located in Childs Street approximately twenty-one (21) feet west of the western property corner of TMS #11115-08-54, n/f Blakely; Sheet 7 - thence a **15" sanitary sewer line** turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of two hundred seventy-four and six tenths (274.6) feet to **MH-25** located in Childs Street approximately thirty (30) feet southeast of the southeastern property corner of TMS #11115-08-79, n/f Tillman; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of eighty-nine and one tenth (89.1) feet to **MH-26** located in Childs Street approximately twenty-four (24) feet southwest of the southernmost property corner of TMS #11115-08-16, n/f Knox; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of four hundred (400) feet to **MH-27** located in Childs Street approximately forty-four (44) feet southeast of the southwestern property corner of TMS #11115-08-36, n/f Green; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of one hundred twelve (112) feet to **MH-28** located in Childs Street approximately fourteen (14) feet west of the northernmost property corner of TMS #11115-08-37, n/f Boyd; thence turning and extending therefrom in a northeasterly direction along Zion Avenue (S-40-1569), for a distance of thirty-four and three tenths (34.3) feet to **MH-29** located in Zion Avenue approximately twenty-four (24) feet northeast of the northernmost property corner of said TMS #11115-08-37; Sheet 13 - thence a **12" sanitary sewer line** turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of two hundred twelve and two tenths (212.2) feet to **MH-45** located in Zion Avenue approximately twenty-five (25) feet west of the western property corner of TMS #11115-04-13, n/f Akers; thence turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of three hundred sixty-six (366) feet to **MH-46** located in Zion Avenue approximately twenty-six (26) feet east of the eastern property corner of TMS #11115-07-18, n/f Brown Chapel AME Church; Sheet 20 - thence turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of two hundred seventy-two (272) feet to **MH-88** located in the traffic island in the intersection of Zion Avenue and Blair Road (S-40-1568) approximately twenty-nine (29) feet southeast of the southern property corner of TMS #11115-04-11, n/f Zion Hill Baptist Church; Sheet 22 - thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred ninety-four (394) feet to **MH-**

89 located in Blair Road approximately seventeen (17) feet southwest of TMS #11100-01-14, n/f The Retreat Columbia Property Owners Association; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of two hundred twenty-nine (229) feet to **MH-89A** located in Blair Road approximately twenty (20) feet northwest of the northern property corner of TMS #11115-06-03, n/f DG Bluff, LLC; thence turning and extending therefrom in a northeasterly direction along Blair Road and Bluff Road (SC 48), for a distance of one hundred and two tenths (100.2) feet to **MH-91** located in the intersection of Blair Road and the northeastern right-of-way of Bluff Road approximately twenty (20) feet northwest of the western property corner of TMS #13603-06-51, n/f Consolidated Pipe & Supply Co.; thence an 8" sanitary sewer line turning and extending therefrom in a northeasterly direction crossing Bluff Road and along Blair Road, for a distance of two hundred ninety-eight (298) feet to **MH-92** located in Blair Road approximately one hundred twenty-one (121) feet southwest of the northern property corner of said TMS #13603-06-51; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred ten (310) feet to **MH-93** located in the intersection of Blair Road and Joe Louis Drive (S-40-1652) approximately twenty-nine (29) feet west of the northern property corner of TMS #13603-06-65, n/f Glenn; Sheet 23 - thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred (300) feet to **MH-94** located in Blair Street approximately twenty-three (23) feet west of the northern property corner of TMS #13603-06-69, n/f Reed; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred (300) feet to **MH-95** located in Blair Road approximately thirty (30) feet northwest of the northern property corner of TMS #13604-07-04, n/f Johnson; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of two hundred sixty-eight (268) feet to **MH-96** located in Blair Road approximately twenty-five (25) feet northwest of the northern property corner of TMS #13604-07-09, n/f Gold; thence terminating.

Sheet 23 - **Also**, an 8" sanitary sewer line beginning at **MH-93** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Blair Road and Joe Louis Drive approximately twenty-nine (29) feet west of the northern property corner of TMS #13603-06-65, n/f Glenn; thence extending therefrom in a northwesterly direction crossing Blair Road and along Joe Louis Drive, for a distance of one hundred sixty-one (161) feet to **MH-97** located in Joe Louis Drive approximately one hundred sixty (160) feet southwest of the easternmost property corner of TMS #11116-04-18, n/f Gilberts Properties, LLC; Sheet 24 - thence turning and extending therefrom in a northwesterly direction along Joe Louis Drive, for a distance of one hundred fifty-five (155) feet to **MH-99** located in Joe Louis Drive approximately sixteen (16) feet northeast of the easternmost property corner of said TMS #11116-04-18; thence turning and extending therefrom in a northwesterly direction along Joe Louis Drive, for a distance of one hundred sixty-four (164) feet to **MH-100** located in Joe Louis Drive approximately thirty-nine (39) feet southeast of the southeastern property corner of TMS #13604-10-19, n/f Peterson; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred thirty (330) feet to **MH-101** located in Joe Louis Drive approximately forty-four (44) feet southeast of the southeastern property corner of TMS #13604-10-13, n/f Le Grand Investments, LLC; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred thirty (330) feet to **MH-102** located in Joe Louis Drive approximately forty-seven (47) feet northwest of the northwestern property corner of TMS #13604-09-07, n/f LMCJCC Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred twenty-seven (327) feet to **MH-103** located in Joe Louis Drive approximately thirty-six (36) feet northwest of the northern property corner of TMS #13604-09-01, n/f LMCJCC Properties, LLC; Sheet 25 - thence turning and extending therefrom in a southeasterly direction crossing Joe Louis Drive and along the outer perimeter of the southwestern right-of-way of Shop Road (S-40-727), for a distance of two hundred nine (209) feet to **MH-105** located in the intersection of Ehrlich Street (County Road) and the outer perimeter of the southwestern right-of-way of Shop Road approximately seventeen (17) east of TMS #13604-09-03, n/f LMCJCC Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Shop Road, for a distance of sixty (60) feet to **MH-106** located in the intersection of Ehrlich Street and the outer perimeter of the northeastern right-of-way of Shop Road

approximately twenty-eight (28) feet southeast of the southeastern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Shop Road, for a distance of two hundred seventy-seven (277) feet to **MH-107** located in the outer perimeter of the northeastern right-of-way of Shop Road approximately ten (10) feet northwest of the southernmost property corner of TMS #13604-02-01, n/f Charleston Seven Group, LLC; thence terminating.

Sheet 25 - **Also**, an 8" sanitary sewer line beginning at **MH-103** and tie to the aforescribed 8" sanitary sewer line located in Joe Louis Drive approximately thirty-six (36) feet northwest of the northern property corner of TMS #13604-09-01, n/f LMCJCC Properties, LLC; thence extending therefrom in a northwesterly direction crossing Joe Louis Drive and along the outer perimeter of the southwestern right-of-way of Shop Road, for a distance of two hundred ninety-six (296) feet to **MH-104** located in the outer perimeter of the southwestern right-of-way Shop Road approximately twenty-three (23) feet northwest of the northeastern property corner of TMS #11116-04-17, n/f Seawell; thence terminating.

Sheet 26 – **Also**, an 8" sanitary sewer line beginning at **MH-106** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Ehrlich Street and the outer perimeter of the northeastern right-of-way of Shop Road approximately twenty-eight (28) feet southeast of the southeastern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence extending therefrom in a northeasterly direction along Ehrlich Street, for a distance of three hundred (300) feet to **MH-109** located in Ehrlich Street approximately forty-five (45) feet northeast of the southeastern property corner of TMS #13701-03-04, n/f Peralta Investments, LLC; thence terminating.

Sheet 20 - **Also**, an 8" sanitary sewer line beginning at **MH-46** and tie to the aforescribed 12" sanitary sewer line located in Zion Avenue approximately twenty-six (26) feet northeast of the eastern property corner of TMS #11115-07-18, n/f Brown Chapel AME Church; thence extending therefrom in a southwesterly direction crossing Zion Avenue and along Barnes Street (S-40-2796), for a distance of fifty (50) feet to **MH-52** located in Barnes Street approximately thirty-six (36) feet southwest of the eastern property corner of said TMS #11115-07-18; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred fifty-eight and six tenths (258.6) feet to **MH-53** located in Barnes Street approximately twenty-six (26) feet south of the southwestern property corner of TMS #11115-07-17, n/f Hunter; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of three hundred one and four tenths (301.4) feet to **MH-54** located in Barnes Street approximately thirty (30) feet northwest of the northeastern property corner of TMS #11115-07-29, n/f Brown Chapel AME Church, Inc.; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred forty-two and three tenths (242.3) feet to **MH-55** located in Barnes Street approximately thirty-two (32) feet west of the northeastern property corner of TMS #11115-07-31, n/f Salley; thence terminating.

Sheet 14 - **Also**, a 12" sanitary sewer line beginning at **MH-29** and tie to the aforescribed 15" and 12" sanitary sewer lines located in Zion Avenue approximately twenty-four (24) feet northeast of the northernmost property corner of TMS #11115-08-37, n/f Boyd; thence extending therefrom in a northwesterly direction along Zion Avenue for a distance of one hundred sixty-seven and four tenths (167.4) feet to **MH-47** located in Zion Avenue approximately thirty-three (33) feet north of the northernmost property corner of TMS #11115-08-32, n/f Small; thence turning and extending therefrom in a northwesterly direction along Zion Avenue for a distance of two hundred and fifty-five (255) feet to **MH-48** located in Zion Avenue approximately twenty (20) feet southwest of the southernmost property corner of TMS #11115-02-06, n/f Community Assistance Provider; thence turning and extending therefrom in a northwesterly direction along Zion Avenue for a distance of one hundred sixty-six (166) feet to **MH-49** located in Zion Avenue approximately twenty-eight (28) feet south of the southernmost property corner of TMS #11116-06-03, n/f Nifty Properties, LLC; thence turning and extending therefrom in a northwesterly direction along Zion Avenue, for a distance of two hundred forty-three and

seven tenths (243.7) feet to **MH-50** located in the intersection of the Zion Avenue and Simmons Street (S-40-1570) approximately thirty-five (35) feet northeast of the northernmost property corner of TMS #11115-01-06, n/f Hay Hill Services, Inc.; Sheet 18 - thence an 8" sanitary sewer line turning and extending therefrom in a northeasterly direction crossing Zion Avenue and along Simmons Street, for a distance of two hundred eighty-eight and four tenths (288.4) feet to **MH-75** located in Simmons Street approximately fifty-five (55) feet southwest of the northern property corner of TMS #11116-06-06, n/f Nifty Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Simmons Street, for a distance of two hundred seventy-eight and eight tenths (278.8) feet to **MH-76** located in Simmons Street approximately fifty-four (54) feet southwest of the northern property corner of TMS #11116-06-01, n/f Watts; thence terminating.

Sheet 13 & 15 - **Also**, an 8" sanitary sewer line beginning at **MH-47** and tie to the aforescribed 12" and 8" sanitary sewer lines located in Zion Avenue approximately thirty-three (33) feet north of the northernmost property corner of TMS #11115-08-32, n/f Small; thence extending therefrom in a northeasterly direction along Frasier Street (County Road), for a distance of one hundred ninety-two (192) feet to **MH-68** located in Frasier Street approximately thirty-four (34) feet northeast of the southern property corner of TMS #11115-02-02, n/f Deneal; thence turning and extending therefrom in a northeasterly direction along Frasier Street, for a distance of one hundred seventy-two (172) feet to **MH-69** located in Frasier Street approximately twenty-four (24) feet northwest of the western property corner of TMS #11115-03-14, n/f Williams; thence turning and extending therefrom in a northeasterly direction along Frasier Street, for a distance of three hundred fifty-one and five tenths (351.5) feet to **MH-70** located in Frasier Street and the outer perimeter of the southwestern right-of-way of Bluff Road approximately fourteen (14) feet northwest of the northernmost property corner of TMS #11115-03-01, n/f Jackson; Sheet 16 - thence turning and extending therefrom in a northwesterly direction crossing Frasier Street and along the outer perimeter of the southwestern right-of-way of Bluff Road, for a distance of two hundred seventeen and three tenths (217.3) feet to **MH-71**, located in the outer perimeter of the southwestern right-of-way of Bluff Road approximately five (5) feet northeast of the northeastern property corner of TMS #11116-05-02, n/f Young; thence terminating.

Sheet 20 - **Also**, an 8" sanitary sewer line beginning at **MH-52** and tie to the aforescribed 8" sanitary sewer line located in Barnes Street approximately forty-five (45) feet west of the northernmost property corner of TMS #11115-07-19, n/f Brown's Chapel AME Church Trustees; thence extending therefrom in a southwesterly direction crossing Barnes Street, said TMS #11115-07-19 and along TMS #11115-07-20, n/f Brown's Chapel AME Church Trustees, for a distance of one hundred twenty-nine (129) feet to **MH-87** located on said TMS #11115-07-20 approximately fifty-six (56) feet south of the southernmost property corner of said TMS #11115-07-19; thence terminating.

Sheet 4 - **Also**, an 8" sanitary sewer line beginning at **MH-11** located in the outer perimeter of the southeastern right-of-way of Sugar Hill Lane approximately fifteen (15) feet northwest of the northwestern property corner of TMS #11115-08-12, n/f Zamora-Moreno; thence extending therefrom in a northeasterly direction along Sugar Hill Lane, for a distance of four hundred two (402) feet to **MH-13** located in Sugar Hill Lane approximately forty-six (46) feet northwest of the northernmost property corner of TMS #11115-08-21, n/f Rose; thence turning and extending therefrom in a northeasterly direction along Sugar Hill Lane, for a distance of two hundred twenty-eight (228) feet to **MH-14** located in Sugar Hill Lane approximately thirty (30) feet northeast of the northwestern property corner of TMS #11115-08-25, n/f Myers; thence terminating.

Sheet 5 - **Also**, an 8" sanitary sewer line beginning at **MH-10** on the aforescribed 18" sanitary sewer line located in the southeastern right-of-way of Sugar Hill Lane approximately twenty (20) feet northwest of the northern property corner of TMS #11115-08-08, n/f Morant; thence extending therefrom in southwesterly direction along Sugar Hill Lane, for a distance of three hundred eighty-three and one tenth (383.1) feet to **MH-15** located in Sugar Hill Lane approximately thirty-three (33) feet northeast of the northwestern property corner of TMS #11115-08-02, n/f Washington; thence turning and

extending therefrom in a southwesterly direction along Sugar Hill Lane, for a distance of three hundred sixty-four and two tenths (364.2) feet to **MH-16** located in Sugar Hill Lane approximately thirty-four (34) feet northeast of the northwestern property corner of TMS #11111-01-26, n/f Walker; thence turning and extending therefrom in a southwesterly direction along Sugar Hill Lane, for a distance of three hundred sixty-seven and six tenths (367.6) feet to **MH-17** located in Sugar Hill Lane approximately nineteen (19) feet north of the northwestern property corner of TMS #11111-01-20, n/f Laudaverde; thence terminating.

Sheet 6 - **Also**, an 8" sanitary sewer line beginning at **MH-12** and tie to the aforescribed 18" sanitary sewer line located in Childs Street approximately twenty-one (21) feet west of the western property corner of TMS #11115-08-54, n/f Blakely; thence extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred fifty-one (251) feet to **MH-18** located in Childs Street approximately fifty-four (54) feet northeast of the western property corner of TMS #11115-08-62, n/f Tillman; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred ninety-five and three tenths (295.3) feet to **MH-19** located in Childs Street approximately twenty-nine (29) feet northeast of the northwestern property corner of TMS #11115-08-70, n/f Jenkins; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of three hundred seven (307) feet **MH-20** located in Childs Street approximately thirty-three (33) feet southwest of the southwestern property corner of TMS #11111-01-30, n/f Banner; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred ninety-nine (299) feet to **MH-21** located in Childs Street approximately twenty-six (26) feet southeast of the northeastern property corner of TMS #11110-01-03, n/f Simmons; thence turning and extending therefrom in a southwesterly direction crossing Childs Street and said TMS #11110-01-03 and along TMS #11111-01-35, n/f Smith, for a distance of one hundred ten and five tenths (110.5) feet to **MH-22** located on TMS #11111-01-35 approximately twenty-five (25) feet northeast of the southwestern property corner of said TMS #11111-01-35; thence turning and extending therefrom in a southwesterly direction crossing said TMS #11111-01-35, TMS #11111-01-36, n/f Doctor and along an 16' Dirt Road Parcel, for a distance of one hundred fifteen (115) feet to **MH-23** located on said 16' Dirt Road Parcel approximately eight (8) feet northwest of the southwestern property corner of TMS#11111-01-36; thence turning and extending therefrom in a northwesterly direction along said 16' Dirt Road Parcel, for a distance of one hundred nineteen and seven tenths (119.7) feet to **MH-24** located on said 16' Dirt Road Parcel approximately ten (10) feet north of the northeastern property corner of TMS #11111-01-42, n/f Woods; thence terminating.

Sheet 7 - **Also**, an 8" sanitary sewer line beginning at **MH-26** and tie to the aforescribed 15" sanitary sewer line located in Childs Street approximately twenty-four (24) feet southwest of the southernmost property corner of TMS #11115-08-16, n/f Knox; thence extending there from in a northwesterly direction crossing Childs Street, Childs Lane (County Road) and along said TMS #11115-08-16, for a distance of one hundred sixty-six and three tenths (166.3) feet to **MH-30** located on said TMS #11115-08-16 approximately nineteen (19) feet north of the northern property corner of TMS #11115-08-18, n/f Corbin; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11115-08-16, Childs Lane and along said TMS #11115-08-16, for a distance of two hundred seventy-four (274) feet to **MH-31** located on said TMS #11115-08-16 approximately fourteen (14) feet west of the western property corner of TMS #11115-08-31, n/f Watson; thence terminating.

Sheet 9 - **Also**, a 12" sanitary sewer line beginning at **MH-25** and tie to the aforescribed 15" sanitary sewer line located in Childs Street approximately thirty (30) feet southeast of the southeastern property corner of TMS #11115-08-79, n/f Tillman; thence extending therefrom in a southeasterly direction crossing Childs Street, TMS #11115-08-50, TMS #11115-08-51 and along Riley Street, for a distance of two hundred twenty-four (224) feet to **MH-32** located in Riley Street approximately forty-one (41) feet east of the southwestern property corner of said TMS #11115-08-51; thence an **8" sanitary sewer line** turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred eight (208) feet to **MH-35** located in Riley Street

approximately twenty-one (21) feet southeast of the southwestern property corner of TMS #11115-08-55, n/f Lovell; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred four (204) feet to **MH-36** located in Riley Street approximately twelve (12) feet southeast of the southwestern property corner of TMS #11115-08-58, n/f Franks; thence turning and extending therefrom in a southeasterly direction crossing Riley Street and along TMS #11115-07-32, n/f Richland County Recreation Foundation, for a distance of two hundred twenty-eight (228) feet to **MH-37** located on said TMS #11115-07-32 approximately forty-nine (49) feet northeast of the southwestern property corner of said TMS #11115-07-32; Sheet 12 thence turning and extending therefrom in a southwesterly direction crossing said TMS #11115-07-32 and TMS #11115-07-39, n/f Patterson and along Barnes Street, for a distance of ninety-seven (97) feet to **MH-42** located in Barnes Street approximately twenty-three (23) feet southeast of the southwestern property corner of said TMS #11115-07-39; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred fifty-two and four tenths (252.4) feet to **MH-43** located in Barnes Street approximately twenty-four feet northeast of the western property corner of TMS #11114-01-03, n/f Williams; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of three hundred seventy-one (371) feet to **MH-44** located in Barnes Street approximately twenty-four (24) feet southeast of the southwestern property corner of TMS #11110-02-04, n/f Farley-Levi; thence terminating.

Sheet 11 - **Also**, an 8" sanitary sewer line beginning at **MH-36** and tie to the aforescribed 8" sanitary sewer line located in Riley Street (County Road) approximately twelve (12) feet southeast of the southwestern property corner of TMS #11115-08-58, n/f Franks; thence extending therefrom in southwesterly direction along Riley Street, for a distance of two hundred twenty-three (223) feet to a **MH-38** located in Riley Street approximately thirty-three (33) feet northeast of the southwestern property corner of TMS #11115-08-74, n/f Harrington; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of three hundred and four tenths (300.4) feet to **MH-39** located in Riley Street approximately twenty-nine (29) feet southwest of the southwestern property corner of TMS #11115-08-71, n/f Waring; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred ninety-five and four tenths (295.4) feet to **MH-40** located in Riley Street approximately twenty-six and two tenths (26.2) feet northeast of the northeastern property corner of TMS #11110-02-14, n/f Chen; thence turning and extending therefrom in a southwesterly direction along Riley Street and an unopened portion of Riley Street, for a distance of three hundred ninety-three (393) feet to **MH-41** located on an unopened portion of Riley Street approximately eleven (11) feet southeast of the southwestern property corner of TMS #11110-01-09, n/f Ward; thence terminating.

Sheet 9 - **Also**, an 8" sanitary sewer line beginning at **MH-32** and tie to the aforescribed 12" sanitary sewer line located in Riley Street approximately forty-one (41) feet east of the southwestern property corner of TMS #11115-08-51, n/f Blakely; thence extending therefrom in a northeasterly direction along Riley Street, for a distance of two hundred seventy-two (272) feet to **MH-33** located in Riley Street approximately twenty-one (21) feet northeast of the northeastern property corner of TMS #11115-07-56, n/f Daniels; thence turning and extending therefrom in a northeasterly direction along Riley Street, for a distance of three hundred thirty-eight and seven tenths (337.7) feet to **MH-34** located in Riley Street approximately sixty-five (65) feet southwest of the northernmost property corner of TMS #11115-07-11, n/f Hayes; thence terminating.

Sheet 16 - **Also**, a 12" sanitary sewer line beginning at **MH-45** and tie to the aforescribed 12" sanitary sewer line located in Zion Avenue approximately twenty-five (25) feet west of the western property corner of TMS #11115-04-13, n/f Akers; thence extending therefrom in a northeasterly direction crossing Zion Avenue and along TMS #11115-04-01, n/f Bates, for a distance of twenty-four (24) feet to **MH-51** located on said TMS #11115-04-01 approximately twenty-one (21) feet northwest of the southernmost property corner of said TMS #11115-04-01; thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of one hundred seventy-seven and six tenths (177.6) feet to **MH-65** located on said TMS #11115-04-01 approximately twenty-six (26) feet west of the northwestern property corner of TMS

#11115-04-14, n/f Jenkins; thence an **8" sanitary sewer line** turning and extending therefrom in a southeasterly direction crossing said TMS #11115-04-01 and said TMS #11115-04-14, for a distance of one hundred sixty-four (164) feet to **MH-66** located on TMS #11115-04-04A, n/f Bates approximately ten (10) feet south of the eastern property corner of said TMS #11115-04-14; Sheet 17 - thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-04A, for a distance of one hundred sixty-five (165) feet to **MH-66A** located on said TMS #11115-04-04A approximately sixty-five (65) feet northeast of the easternmost property corner of TMS #11115-04-03, n/f Bates; thence turning and extending therefrom in an easterly direction along said TMS #11115-04-04A, for a distance of one hundred fifty-two and six tenths (152.6) feet to **MH 66E** located on said TMS #11115-04-04A approximately one hundred fifty-five (55) feet southwest of the easternmost property corner of said TMS #11115-04-04A; thence terminating.

Sheets 16 & 17 - **Also**, a 12" sanitary sewer line beginning at **MH-65** and tie to the aforescribed 12" sanitary sewer line located on TMS #11115-04-01, n/f Bates approximately twenty-six (26) feet west of the northwestern property corner of TMS #11115-04-14, n/f Jenkins; thence extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of two hundred sixty-seven and three tenths (267.3) feet to **MH-66B** located on said TMS #11115-04-01 approximately forty (40) feet southwest of the northwestern property corner of TMS #11115-04-16, n/f Wade; thence turning and extending therefrom in a northwesterly direction along said TMS #11115-04-01, for a distance of seventy-six and three tenths (76.3) feet to **MH-66C** located on said TMS #11115-04-01 approximately ninety-nine (99) feet northwest of the northwestern property corner of said TMS #11115-04-16; thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of two hundred twenty-nine (229) feet to **MH-66D** located on said TMS #11115-04-01 approximately sixteen (16) feet south of the northernmost property corner of said TMS #11115-04-01; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11115-04-01 and along Bluff Road, for a distance of one hundred nine (109) feet to **MH-112A** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately sixty (60) feet northwest of the southern property corner of TMS #11116-04-29, n/f Bible Way Church of Atlas Road; thence terminating.

Sheet 18 - **Also**, an 8" sanitary sewer line beginning at **MH-49** and tie to the aforescribed 8" sanitary sewer line located in Zion Avenue approximately twenty-eight (28) feet south of the southernmost property corner of TMS #11116-06-03, n/f Nifty Properties, LLC; thence extending therefrom in a northeasterly direction along Abbott Road (County Road), for a distance of three hundred ninety-three (393) feet to **MH-77** located in Abbott Road approximately sixty-eight (68) feet southwest of the northern property corner of TMS #11116-05-10, n/f Dillard; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of one hundred ninety-four (194) feet to **MH-77A** located in Abbott Road approximately twenty-four (24) feet southwest of the northwestern property corner of TMS #11116-05-13, n/f Bush Enterprises JC, LLC; thence terminating.

Sheets 18 & 27 - **Also**, an 8" sanitary sewer line beginning at **MH-79** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately twenty-nine (29) feet southeast of the southeastern property corner of TMS #11116-02-19, n/f APG Industrial Columbia, LLC; thence extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road and along Abbott Road, for a distance of two hundred fourteen (214) feet to **MH-78** located in the intersection of Abbott Road and the outer perimeter of the northeastern right-of-way of Bluff Road approximately seventeen (17) feet southwest of the southwestern property corner of TMS #11116-03-55, n/f Nifty Properties, LLC; thence turning and extending therefrom in a southeasterly direction crossing Abbott Road and along the outer perimeter of the northeastern right-of-way of Bluff Road and Mickens Road (County Road), for a distance of one hundred twenty-nine (129) feet to **MH-158** located in the intersection of the northeastern right-of-way of Bluff Road and Mickens Road approximately eleven (11) feet southwest of the southwestern property corner of TMS #11116-03-31, n/f Sims; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of

the northeastern right-of-way of Bluff Road, for a distance of two hundred sixty (260) feet to **MH-151** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet southwest of the southeastern property corner of TMS #11116-03-29, n/f Faber; thence a **12" sanitary sewer line** turning and extending therefrom in a southeasterly direction crossing Frasier Street, along the outer perimeter of the northeastern right-of-way of Bluff Road – Sheet 27 and along Bates Street, for a distance of three hundred eighteen (318) feet to **MH-112** located in the intersection of northeastern right-of-way of Bluff Road and Bates Street approximately ninety (90) feet northwest of the southern property corner of TMS #11116-04-29, n/f Bible Way Church of Atlas Road; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road and crossing Bates Street, for a distance of thirty-four (34) feet to **MH-112A** located in the intersection of the outer perimeter of the southeastern right-of-way of Bates Street and the outer perimeter of the northeastern right-of-way of Bluff Road approximately fifty-six (56) feet northwest of the southern property corner of TMS #11116-04-29; thence turning and extending therefrom in a southeasterly direction along the northeastern right-of-way of Bluff Road, for a distance of one hundred ninety-four (194) feet to **MH-111A** located in outer perimeter of the northeastern right-of-way of Bluff Road approximately fifteen (15) feet southeast of the southern property corner of TMS #11116-04-28, n/f Elwood; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of two hundred seventeen (217) feet to **MH-111** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately three (3) feet southeast of the southeastern property corner of the TMS #11116-04-20, n/f Brandyburg; thence terminating.

Sheet 19 - **Also**, an 8" sanitary sewer line beginning at **MH-78** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Abbott Road and the outer perimeter of the northeastern right-of-way of Bluff Road approximately seventeen (17) feet southwest of the southwestern property corner of TMS #11116-03-55, n/f Nifty Properties, LLC; thence extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred eighty-seven (387) feet to **MH-80** located in Abbott Road approximately thirteen (13) feet northwest of the northwestern property corner of TMS #11116-03-33, n/f Stoneridge, LLC; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred (300) feet to **MH-81** located in Abbott Road approximately eighteen (18) feet southwest of the northwestern property corner of TMS #11116-03-45, n/f Morant; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred six (306) feet to **MH-82** located in Abbott Road approximately nine (9) feet northwest of the northwestern property corner of TMS #11116-03-52, n/f Hampton; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of two hundred three (203) feet to **MH-83A** located in Abbott Road approximately forty-seven (47) feet northeast of the western property corner of TMS#11213-04-01, n/f Parker; thence turning and extending therefrom in a northeasterly direction along Abbott Road and Shop Road, for a distance of ninety-six (96) feet to **MH-83** located in the intersection of Abbott Road and the northeastern right-of-way of Shop Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; Sheet 33 - thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of two hundred seventy-eight (278) feet to **MH-141** located in Abbott Road approximately twenty (20) feet northeast of the westernmost property corner of TMS #11213-03-29, n/f Gilmore; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred nine (309) feet to **MH-142** located in Abbott Road approximately thirty-one (31) feet southwest of the northwestern property corner of TMS #11213-03-36, n/f Jefferson; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred twelve (312) feet to **MH-143** located in the intersection of Abbott Road and Andrews Road (S-40-1653) approximately sixteen (16) feet northeast of the eastern property corner of TMS #11213-02-03, n/f Keys; Sheet 34 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred twenty-seven (127) feet to **MH-144** located in Andrews Road approximately nine (9) feet northeast of easternmost property corner of TMS #11213-02-16, n/f South Carolina Department of Public Safety; thence turning and extending

therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred forty-three (343) feet to **MH-146** located in Andrews Road approximately three hundred forty-six (346) feet northwest of the easternmost property corner of said TMS #11213-02-16; thence terminating.

Sheet 33 - **Also**, an 8" sanitary sewer line beginning at **MH-144** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately nine (9) feet northeast of easternmost property corner of TMS #11213-02-16, n/f South Carolina Department of Public Safety; thence extending therefrom in a northeasterly direction crossing Andrews Road and along Abbott Road (Private Road) located on TMS #11213-01-01, n/f Cohn 1602 Andrews, LLC, for a distance of three hundred twenty-eight (328) feet to **MH-145** located on said Abbott Road (Private Road), TMS #11213-01-01 approximately twenty-three (23) feet north of the northwestern property corner of TMS #13701-01-03, n/f Keys; thence terminating.

Sheet 19 - **Also**, an 8" sanitary sewer line beginning at **MH-82** and tie to the aforescribed 8" sanitary sewer line located in Abbott Road approximately nine (9) feet northwest of the northwestern property corner of TMS #11116-03-52, n/f Hampton; thence extending therefrom in a northwesterly direction crossing Abbott Road and TMS #11116-02-03, n/f Woodard, for a distance of one hundred thirty-two (132) feet to **MH-82A** located on TMS #11116-02-02, n/f Benefield approximately seven (7) feet northeast of the western property corner of said TMS #11116-02-03; thence turning and extending therefrom in a northwesterly direction crossing said TMS #11116-02-02, for a distance of seventy (70) feet to **MH-82B** located on TMS #11213-05-05, n/f Cochran approximately ten (10) feet northwest of the southernmost property corner of said TMS #11213-05-05; thence terminating.

Sheet 27 - **Also**, a 12" sanitary sewer line beginning at **MH-91** and tie to the aforescribed 12" sanitary sewer line located in the intersection of Blair Street and the northwestern right-of-way of Bluff Road approximately twenty (20) feet northwest of the western property corner of TMS #13603-06-51, n/f Consolidated Pipe & Supply Co.; thence extending therefrom in a northwesterly direction crossing Blair Street and along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of ninety-five (95) feet to **MH-91A** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately sixty-three (63) feet northwest of the southernmost property corner of TMS #11115-05-05, n/f Gilberts Properties, LLC; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of one hundred eighty-eight (188) feet to **MH-110** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet northwest of the southernmost property corner of TMS #11115-05-01, n/f Williams; thence terminating.

Sheet 28 - **Also**, a 12" sanitary sewer line beginning at **MH-112** located in the intersection of the northeastern right-of-way of Bluff Road and Bates Street approximately ninety-eight (98) feet northeast of the eastern property corner of TMS #11115-03-04, n/f Huiett; thence extending therefrom in a northeasterly direction crossing Bluff Road and along Bates Street, for a distance of two hundred ninety-four (294) feet to **MH-116A** located in the outer perimeter of the southeastern right-of-way of Bates Street; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the southeastern right-of-way of Bates Street, for a distance of one hundred forty-one (141) feet to **MH-116** located in the outer perimeter of the southeastern right-of-way of Bates Street; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred twenty (220) feet to **MH-117A** located in Bates Street; thence an 8" sanitary sewer line turning and extending in a northeasterly direction along Bates Street, for a distance of forty-four (44) feet to **MH-117** located in Bates Street; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred seventy-nine (279) feet to **MH-118** located in Bates Street approximately eighty-five (85) feet south of the southernmost property corner of TMS #11116-04-14, n/f Woodward; thence turning and extending therefrom in a northwesterly direction crossing Bates Street, TMS #11116-04-15, n/f Thompson and along Frasier Street (Private Road) located on TMS #11116-04-09, n/f Scott, for a

distance of two hundred thirty-three (233) feet to **MH-119** located on said Frasier Street (Private Road), TMS #11116-04-09 approximately thirty-six (36) feet northeast of the easternmost property corner of TMS #11116-04-05, n/f Morant; thence turning and extending therefrom in a northeasterly direction along said Frasier Street (Private Road), TMS #11116-04-09, for a distance of two hundred ten (210) feet to **MH-120** located on said Frasier Street (Private Road), TMS #11116-04-09 approximately thirty-five (35) feet southeast of the southern property corner of TMS #11116-04-02, n/f Little Camden Community Organization; thence terminating.

Sheet 29 - **Also**, an 8" sanitary sewer line beginning at **MH-118** and tie to the aforescribed 8" sanitary sewer line located in Bates Street approximately eighty-five feet south of the southernmost property corner of TMS #11116-04-14, n/f Woodward; thence extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred twenty (220) feet to **MH-121** located in Bates Street approximately forty-four (44) feet southeast of the northeastern property corner of TMS #11116-04-13, n/f Williams; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of one hundred seventy (170) feet to **MH-122B** located in the intersection of Bates Street and the southwestern right-of-way of Shop Road approximately sixty-three (63) feet northeast of the northeastern property corner of TMS #11116-04-11, n/f Scott; thence turning and extending therefrom in a southeasterly/more easterly direction along the intersection of the southeastern right-of-way of Bates Street and the southwestern right-of-way of Shop Road, for a distance of fifteen (15) feet to **MH-122A** located in the intersection of the southeastern right-of-way of Bates Street and the southwestern right-of-way of Shop Road approximately seventy-six (76) feet northeast of the northeastern property corner of said TMS #11116-04-11; thence turning and extending therefrom in a northeasterly direction crossing Shop Road, for a distance of seventy-five (75) feet to **MH-122** located on the common boundary of the northeastern right-of-way of Shop Road and the southwestern property line of TMS #13701-04-17, n/f Brown approximately thirty-four (34) feet southeast of the southwestern property corner of said TMS #13701-04-17; Sheet 30 - thence turning and extending therefrom in a northwesterly direction along the northeastern right-of-way of Shop Road, for a distance of two hundred eight (208) feet to **MH-132** located in the intersection of the northeastern right-of-way of Shop Road and Tolliver Street approximately fourteen (14) feet southwest of the southwestern property corner of TMS #13701-04-52, n/f Inabinet; Sheet 29 - thence turning and extending therefrom in a northeasterly direction along Tolliver Street, for a distance of four hundred (400) feet to **MH-133** located in the outer perimeter of the eastern right-of-way of Tolliver Street approximately sixteen (16) feet southwest of the northwestern property corner of TMS #13701-04-25, n/f Hall; thence turning and extending therefrom in a northerly direction along Tolliver Street, for a distance of one hundred eighty-seven (187) feet to **MH-134** located in Tolliver Street approximately forty (40) feet southwest of the western property corner of TMS #13701-04-06, n/f Jefferson; thence turning and extending therefrom in a northeasterly direction along Tolliver Street, for a distance of two hundred twenty-five (225) feet to **MH-135** located in Tolliver Street approximately one hundred one (101) feet northeast of the southwestern property corner of TMS #13701-04-07, n/f Outlaw; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-122** and tie to the aforescribed 8" sanitary sewer line located on the common boundary of the northeastern right-of-way of Shop Road and the southwestern property line of TMS #13701-04-17, n/f Brown approximately thirty-four (34) feet southeast of the southwestern property corner of said TMS #13701-04-17; thence extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Shop Road and along Sands Street (S-40-1235), for a distance of two hundred fifty-seven (257) feet to **MH-123** located in the intersection of the outer perimeter of the northeastern right-of-way of Shop Road and Sands Street approximately fifteen (15) feet southeast of the southeastern property corner of TMS #13701-04-16, n/f Hayes; thence turning and extending therefrom in a northeasterly direction along Sands Street, for a distance of three hundred ninety-six (396) feet to **MH-124** located in Sands Street approximately twenty-seven (27) feet northwest of the northwestern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; Sheet 31 - thence turning and extending therefrom in a northeasterly direction along Sands Street, for a distance of one hundred ninety-three

(193) feet to **MH-127** located in Sands Street approximately forty-eight (48) feet northeast of the southernmost property corner of TMS #13701-04-09, n/f Clark; thence turning and extending therefrom in a northeasterly direction along Sands Street and Andrews Road, for a distance of three hundred twenty-seven (327) feet to **MH-128** located in the intersection of Sands Street and Andrews Road approximately seventy (70) feet northeast of the northern property corner of TMS #13701-03-03, Williamson; thence turning and extending therefrom in a northwesterly direction crossing Sands Street and along Andrews Road, for a distance of two hundred forty-four (244) feet to **MH-129** located in Andrews Road approximately thirteen (13) feet southeast of the southwestern property corner of TMS #13701-01-23, n/f Faber; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred fifty-nine (259) feet to **MH-131** located in Andrews Road approximately twenty-one (21) feet northwest of the northernmost property corner of TMS #13701-04-03, n/f Toliver; Sheets 32 & 33 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred fifty-eight (258) feet to **MH-132** located in Andrews Road approximately fourteen (14) feet southwest of the southwestern property corner of TMS #13701-01-07, n/f Brown; thence terminating.

Sheet 31 - **Also**, an 8" sanitary sewer line beginning at **MH-129** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately thirteen (13) feet southeast of the southwestern property corner of TMS #13701-01-23, n/f Faber; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #13701-01-23 and along TMS #13701-01-22, n/f Whaley, for a distance of two hundred thirty (230) feet to **MH-130** located on TMS #13701-01-22 approximately nineteen (19) feet northwest of the southern property corner of said TMS #13701-01-22; thence terminating.

Sheet 32 - **Also**, an 8" sanitary sewer line beginning at **MH-131** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately twenty-one (21) feet northwest of the northernmost property corner of TMS #13701-04-03, n/f Toliver; thence extending therefrom in a northeasterly direction crossing Andrews Road and along TMS #13701-01-15, n/f Stoianov, for a distance of one hundred twenty (120) feet to **MH-131A** located on said TMS #13701-01-15 approximately one hundred fifteen (115) feet northeast of the southernmost property corner of said TMS #13701-01-15; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-136** located in the intersection of the northeastern right-of-way of Shop Road and Walcott Street (S-40-2532) approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence extending therefrom in a northwesterly direction crossing Walcott Street and along in the outer perimeter of the northeastern right-of-way of Shop Road, for a distance of one hundred thirty-seven (137) feet to **MH-136A** located in the outer perimeter of the northeastern right-of-way of Shop Road; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-83** located in the intersection of the northeastern right-of-way of Shop Road and Abbott Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; thence extending therefrom in a southeasterly direction crossing Abbott Road and along TMS #11213-03-23, for a distance of sixty-eight (68) feet to **MH-140** located on said TMS #11213-03-23; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-83** located in the intersection of the northeastern right-of-way of Shop Road and Abbott Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; thence extending therefrom in a northwesterly direction crossing Abbott Road and along TMS #11213-02-14, n/f Brown, for a distance of one hundred twenty-five (125) feet to **MH-150** located on said TMS #11213-02-14; thence terminating.

Sheet 31 - **Also**, an 8" sanitary sewer line beginning at **MH-124** and tie to the aforescribed 8" sanitary sewer line located in Sands Street approximately twenty-seven

(27) feet northwest of the northwestern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence extending therefrom in a northwesterly direction crossing Sands Street and along TMS #13701-04-14, n/f Mt. Calvary Baptist Church, for a distance of one hundred ten (110) feet to **MH-125** located on said TMS #13701-04-14 approximately twenty-nine (29) feet south of the southern property corner of TMS #13701-04-20, n/f Geiger; thence terminating.

Sheet 32 - **Also**, an 8" sanitary sewer line beginning at **MH-136** located in the intersection of the northeastern right-of-way of Shop Road and Walcott Street approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence extending therefrom in a northeasterly direction along Walcott Street, for a distance of two hundred eighty-three (283) feet to **MH-137** located in Walcott Street approximately twenty-two (22) feet northwest of the northwestern property corner of TMS #13701-04-38, n/f Kelley; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of three hundred (300) feet to **MH-138** located in Walcott Street approximately twenty-five (25) feet southwest of the northwestern property corner of TMS #13701-04-46, n/f Conway; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of two hundred one (201) feet to **MH-139** located in Walcott Street approximately thirty-three (33) feet northwest of the northwestern property corner of TMS #13701-04-50, n/f I&J Builders, LLC; thence terminating.

Sheet 35 - **Also**, an 8" sanitary sewer line beginning at **MH-158** and tie to the aforescribed 8" sanitary sewer line located in the intersection of the northeastern right-of-way of Bluff Road and Mickens Road approximately eleven (11) feet southwest of the southwestern property corner of TMS #11116-03-31, n/f Sims; thence extending therefrom in a northeasterly direction crossing Bluff Road and along the common boundary of Mickens Road and the northwestern property line of TMS #11116-03-31, n/f Sims, TMS #11116-03-24, n/f Brown, TMS #11116-03-23, n/f Mickens and TMS #11116-03-22, n/f Gillie, for a distance of three hundred eighty-five (385) feet to **MH-159** located in Mickens Road approximately twenty-eight (28) feet southwest of the northeastern property corner of TMS #11116-03-36, n/f North; thence terminating.

Sheet 35 - **Also**, a 12" sanitary sewer line beginning at **MH-151** and tie to the aforescribed 8" and 12" sanitary sewer line located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet southwest of the southeastern property corner of TMS #11116-03-29, n/f Faber; thence extending therefrom in a northeasterly direction along Frasier Street, for a distance of three hundred (300) feet to **MH-152** located in Frasier Street approximately fifty-three (53) feet northeast of the southernmost property corner of TMS #11116-03-25, n/f Parrish; thence turning and extending therefrom in a northeasterly direction along Frasier Street and TMS #11116-04-41, for a distance of two hundred seventy-one (271) feet to **MH-153** located on said TMS #11116-04-41 approximately thirty-nine (39) feet northeast of the southernmost property corner of said TMS #11116-04-41; Sheet 36 - thence turning and extending therefrom in a northwesterly direction crossing said TMS #11116-04-41 and along Walcott Street, for a distance of one hundred forty-two (142) feet to **MH-155** located in Walcott Street approximately nineteen (19) feet northeast of the southernmost property corner of TMS #11116-03-15, n/f Brown; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of three hundred thirty-two (332) feet to **MH-156** located in Walcott Street approximately eighteen (18) feet southeast of the southernmost property corner of TMS #11116-03-08, n/f Cruel; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of four hundred (400) feet to **MH-157** located in the intersection of Walcott Street and the outer perimeter of the southwestern right-of-way of Shop Road approximately twenty (20) feet southeast of the northeastern property corner of TMS #11116-03-03, n/f S&P House Moving and Wrecking Company, Inc.; thence turning and extending therefrom in a northeasterly direction along Walcott Street and crossing Shop Road, for a distance of seventy (70) feet to **MH-136** located in the intersection of Walcott Street and the outer perimeter of the northeastern right-of-way of Shop Road approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence terminating.

Sheet 36 - **Also**, an 8" sanitary sewer line beginning at **MH-157** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Walcott Street (County Road) and the outer perimeter of the southeastern right-of-way of Shop Road approximately twenty (20) southeast of the eastern property corner of TMS #11213-03-03, n/f S&P House Moving and Wrecking Company, Inc.; thence extending therefrom in a northwesterly direction along TMS #11116-03-03, for a distance of sixty (60) feet to **MH-157A** located on said TMS #11116-03-03 approximately twelve (12) feet east of the northernmost property corner of said TMS #11213-03-03; thence terminating.

Sheet 36 - **Also**, an 8" sanitary sewer line beginning at **MH-153** and tie to the aforescribed 8" sanitary sewer line located on TMS #11116-04-41, approximately thirty-nine (39) feet northeast of the southernmost property corner of TMS #11116-04-41; thence extending therefrom in a northeasterly direction crossing TMS #11116-04-41, 11116-04-43, 11116-04-44, 11116-04-45, 11116-04-46 and along TMS #11116-04-47, for a distance of two hundred twenty-six (226) feet to **MH-154** located on said TMS #11116-04-47 approximately nine (9) feet southwest of the eastern property corner of said TMS #11116-04-47; thence terminating.

Sheet 37 - **Also**, a 12" sanitary sewer line beginning at **MH-201** and tie to an existing City of Columbia 10" and 12" sanitary sewer line (Adeline Outfall) located in Andrews Road on TMS #11210-02-10, n/f Owen Electric Steel Company of South Carolina approximately four hundred eighty-seven (487) feet northwest of the eastern property corner of said TMS #11210-02-10; thence extending therefrom in a northwesterly direction along Andrews Road on said TMS #11210-02-10, for a distance of two hundred seventy-four (274) feet to **MH-202** located in Andrews Road on said TMS #11210-02-10 approximately thirty-one (31) feet southeast of the northeastern property corner of TMS #11210-02-09, n/f Smalls; thence turning and extending therefrom in a northwesterly direction along Andrews Road on said TMS #11210-02-10 crossing a portion of said TMS #11210-02-10, TMS #11210-02-09, TMS #11210-02-06, TMS #11210-02-05, TMS #11210-02-04 and along TMS #11210-02-03, for a distance of two hundred seventy-six (276) feet to **MH-203** located in Andrews Road on TMS #11210-02-03, n/f Goodwin approximately twenty-nine (29) feet southwest of the northeastern property corner of said TMS #11210-02-03; thence turning and extending therefrom in a northwesterly direction along Andrews Road crossing TMS #11210-02-03, TMS #11210-02-02 and TMS #11210-02-10, for a distance of two hundred ninety-five (295) feet to **MH-204** located in Andrews Road (County Maintained) approximately twenty-five (25) feet southwest of the northernmost property corner of said TMS #11210-02-10; thence turning and extending therefrom in a southwesterly direction along Andrews Road and said TMS #11210-02-10, for a distance of three hundred forty-seven (347) feet to **MH-205** located in Andrews Road on said TMS #11210-02-10 approximately twelve (12) feet southwest of the southern property corner of TMS #11210-02-19, n/f Davis; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred sixty-seven (267) feet to **MH-206** located in Andrews Road approximately twenty-two (22) feet southwest of the southwestern property corner of TMS #11211-06-34, n/f Davis; Sheet 38 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred seventy-one (271) feet to **MH-209** located in Andrews Road approximately twenty-three (23) feet southwest of the southwestern property corner of TMS #11211-06-43, n/f Union Baptist Church #2 Trustees; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred forty (140) feet to **MH-211** located in Andrews Road approximately twenty-nine (29) feet southeast of the southwestern property corner of TMS #11211-06-50, n/f Bryson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred twenty-one (221) feet to **MH-213** located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-58, n/f Jackson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred (100) feet to **MH-215** located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-64, n/f Little; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred forty-three (143) feet to **MH-217** located in Andrews Road approximately nineteen (19)

feet southwest of the southern property corner of TMS #11211-06-75, n/f Yacoubian; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred ninety-five (395) feet to **MH-219** located in Andrews Road approximately ninety-nine (99) feet north of the northern property corner of TMS #11211-07-05, n/f Hood Real Estate Investments, LLC; Sheet 39 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred ninety-four (394) feet to **MH-220** located in Andrews Road approximately twenty-eight (28) feet southwest of the southern property corner of TMS #11211-06-79, n/f Jackson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred sixty-eight (168) feet to **MH-222** located in Andrews Road approximately twenty-nine (29) feet southwest of the southern property corner of TMS #11211-06-86, n/f Hopkins; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred ninety-one (291) feet to **MH-224** located in Andrews Road approximately sixty-six (66) feet northwest of the southwestern property corner of TMS #11211-06-92, n/f State Agricultural & Mechanical Society of SC; thence terminating.

Sheets 39 & 40 - **Also**, an 8" sanitary sewer line beginning at **MH-222** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-nine (29) feet southwest of the southern property corner of TMS #11211-06-86, n/f Hopkins; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-85, 84, 83 and 82, for a distance of two hundred forty-eight (248) feet to **MH-223** located on TMS #11211-06-82, n/f GRBI, LLC approximately six (6) feet northeast of the southwestern property corner of said TMS #11211-06-82; thence terminating.

Sheet 39 - **Also**, an 8" sanitary sewer line beginning at **MH-220** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-eight (28) feet southwest of the southern property corner of TMS #11211-06-79, n/f Jackson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along TMS #11211-06-77, n/f Richland County Recreation Commission, for a distance of two hundred thirty-seven (237) feet to **MH-221** located on said TMS #11211-06-77 approximately fifty-five (55) feet northeast of the southeastern property corner of TMS #11211-06-78, n/f Wolfe; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-217** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-75, n/f Yacoubian; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-70, TMS #11211-06-71 and along TMS #11211-06-72, n/f Cantey, for a distance of three hundred three (303) feet to **MH-218** located on said TMS #11211-06-72 approximately sixteen (16) feet southwest of the northern property corner of said TMS #11211-06-72; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-215** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-64, n/f Little; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-63, TMS #11211-06-62 and TMS #11211-06-61, for a distance of two hundred ninety-seven (297) feet to **MH-216** located on said TMS #11211-06-61, n/f Woods approximately thirty-five (35) feet south of the southernmost property corner of TMS #11211-06-67, n/f Boykin; thence terminating.

Sheets 38 - **Also**, an 8" sanitary sewer line beginning at **MH-213** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-58, n/f Jackson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred fifty-nine (259) feet to **MH-214** located in said unnamed alley approximately twelve (12) feet southwest of the southern property corner of TMS #11211-06-60, n/f Jackson; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-211** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-nine (29) feet southeast of the southwestern property corner of TMS #11211-06-50, n/f Bryson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along said TMS #11211-06-50, for a distance of two hundred thirty-six (236) feet to **MH-212** located on said TMS #11211-06-50 approximately thirty (30) feet northeast of the northeastern house corner of TMS #11211-06-51, n/f Bryson; thence terminating.

Sheets 38 - **Also**, an 8" sanitary sewer line beginning at **MH-209** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-three (23) feet southwest of the southwestern property corner of TMS #11211-06-43, n/f Union Baptist Church #2 Trustees; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred eighty (280) feet to **MH-210** located in said unnamed alley approximately eight (8) feet west of the northwestern property corner of TMS #11211-06-41, n/f Union Baptist Church #2 Trustees; thence terminating.

Sheet 37 - **Also**, an 8" sanitary sewer line beginning at **MH-206** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-two (22) feet southwest of the southwestern property corner of TMS #11211-06-34, n/f Davis; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred sixty-two (262) feet to **MH-207** located in said unnamed alley approximately four (4) feet southeast of the southern property corner of TMS #11211-06-36, n/f Brown; thence turning and extending therefrom in a southeasterly direction crossing said unnamed alley, TMS #11211-06-32 and along TMS #11211-06-30, n/f Jenkins, for a distance of seventy-five (75) feet to **MH-208** located on said TMS #11211-06-30; thence terminating.

Be all measurements a little more or less.

This conveyance also includes an exclusive easement on all sanitary sewer lines and appurtenances heretofore described and shown on the herein-referenced record drawings for the purpose of access, ingress, egress, construction, operation, reconstruction and maintenance of said sanitary sewer lines. The Grantor hereby agrees that no future construction (including, but not limited to buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without the prior approval of the City Engineer.

Also, granted herein is an encroachment permit for access, ingress and egress along all Richland County roadways shown on the herein-referenced record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, for the construction, operation, maintenance, repair, reconstruction and extension of services on the sanitary sewer lines and appurtenances for this development.

This conveyance also includes all sanitary sewer line easements shown on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, in Richland County and near the City of Columbia, South Carolina, dated May 15, 1995, prepared for Richland County, prepared by Prime Associates, Inc., Steven C. Wohlfeil, S.C.P.E. #7732, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #180-16.

This conveyance also includes all sanitary sewer line easements recorded in the Richland County Register of Deeds for the herein-referenced project and shown in Exhibit A, attached hereto and incorporated herein.

These sanitary sewer lines are more clearly delineated on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, in Richland County and near the City of Columbia, South Carolina, dated May 15, 1995, prepared for Richland County, prepared by Prime Associates, Inc., Steven C. Wohlfeil, S.C.P.E. #7732, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #180-16.

HMG / TS

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this ____ day _____, 20__.

WITNESSES:

RICHLAND COUNTY

(1ST Witness Signature)

By: _____

Name: _____

(2ND Witness Signature)

Title: _____

STATE OF _____)

ACKNOWLEDGMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____
(Name & Title of Officer)

of _____ on behalf of the within named Grantor.
(City & State)

Notary Public for the State of _____
(State)

My Commission Expires: _____
(Date)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Sanitary Sewer Lines for Arthurtown / Little Camden / Taylors, with Richland County, as Grantor and the City of Columbia, as Grantee this ____ day of _____ 20__.

State Bar Number: _____

EXHIBIT A

TMS	Grantor	Document Type	Easement Width	BookPage
11100-01-06		No Easement Found		
11110-01-03		No Easement Found		
11111-01-02	Hunter, Donald	Easement	15'	D1300/964
11111-01-03	Richardson, Shed, et. al.	Easement	15'	D1226/40
11111-01-04		No Easement Found		
11111-01-05	Deneal, Pauline L and Knox, Laurine L., et.al.	Easement	15'	D1311/762
11111-01-35		No Easement Found		
11111-01-36		No Easement Found		
11111-01-51	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-52	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-54	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-55	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11115-01-01	Deneal, Pauline, Knox, Laurine L., et.al.	Easement	15'	D1311/752
11115-01-08	Zion Pilgram Baptist Church	Easement	15'	D1228/626
11115-01-12	Deneal, Pauline, Knox, Laurine L., et.al.	Easement	15'	D1311/754
11115-03-04	Huiett, Bennie	Easement	15'	D1229/690
11115-03-05	Washington, Booker T.	Easement	15'	D1300/968
11115-04-01	Bates, Chaney Tolliver	Easement	15'	D1311/756
11115-04-03	Keith, William A. & Lillian W.	Easement	15'	D1267/73
11115-04-04A	Bates, Chaney Tolliver, et.al.	Easement	15'	D1311/750
11115-04-05	Taggart, Martha	Easement	15'	D1283/685
11115-04-14	Williams, Shirley J.	Easement	15'	D1228/576
11115-04-15	Wade, Derrell E.	Easement	15'	D1301/762
11115-04-16	Wade, Derrell E.	Easement	15'	D1301/766
11115-07-19	Kinard, Isaac	Easement	15'	D1283/658
11115-07-20	Rutherford, Laura	Easement	15'	D1311/760
11115-07-32	Central South Carolina Habitat for Humanity, Inc.	Easement	15'	D1299/781
11115-07-39	Central South Carolina Habitat for Humanity, Inc.	Easement	15'	D1299/781
11115-08-16		No Easement Found		
11115-08-50	Goodwin, Clara	Easement	15'	D1283/667
11115-08-51	Blakely Heyward	Easement	15'	D1228/531
11115-08-52	Blakely, Heyward	Easement	15'	D1228/536
11115-08-53	Blakely, Heyward & Nettie B.	Easement	15'	D1229/684
11116-02-02	Benefield, Richard & Johnson, Herman, et.al.	Easement	15'	D1311/758
11116-02-03	Wyman, Williams & Woodward, Shirlal	Easement	15'	D1267/64
11116-03-03	S&P House Moving and Wrecking Company, Inc.	Easement	15'	D1228/601
11116-03-19		No Easement Found		
11116-03-20		No Easement Found		
11116-03-21		No Easement Found		
11116-03-22	Mickens, Caesar, et. al.	Easement	15'	D1226/46
11116-03-23	Mickens, Caesar et. al.	Easement	15'	D1226/55
11116-03-24	Red Oaks Land, Inc. et. al.	Easement	15'	D1226/58
11116-03-25		No Easement Found		
11116-03-26		No Easement Found		
11116-03-27		No Easement Found		
11116-03-28		No Easement Found		
11116-03-29		No Easement Found		
11116-03-31	Sims, Willie Ann	Easement	15'	D1228/616
11116-04-03	Brown, Emma, et.al.	Easement	15'	D1226/31
11116-04-04	Morant, Levi and Dorothy	Easement	15'	D1228/646
11116-04-07		No Easement Found		
11116-04-09	Blizzard, Gilbert & Scott, John Sr.	Easement	15'	D1272/991
11116-04-15	Lumpkin, Emily, Heirs at Law	Easement	15'	D1228/611
11116-04-40		No Easement Found		
11116-04-41	Chambers, Mary Lee	Easement	15'	D1228/641
11116-04-43		No Easement Found		
11116-04-44		No Easement Found		
11116-04-45		No Easement Found		
11116-04-46		No Easement Found		
11116-04-47		No Easement Found		
11116-05-04		No Easement Found		
11116-05-05		No Easement Found		
11116-05-07		No Easement Found		
11210-02-02		No Easement Found		
11210-02-03		No Easement Found		
11210-02-04		No Easement Found		

EXHIBIT A

11210-02-05		No Easement Found		
11210-02-06		No Easement Found		
11210-02-09		No Easement Found		
11210-02-10		No Easement Found		
11211-06-30	Jenkins, Sylvester, Jr.	Easement	15'	D1228/551
11211-06-32	Blizzard, Gilbert & Scott, John Jr.	Easement	15'	D1272/987
11211-06-33	Knapper, Robert & Deborah	Easement	15'	D1267/83
11211-06-34	Davis, Elissiteeve, Trustee	Easement	15'	D1300/976
11211-06-40	Scott, John Wesley	Easement	15'	D1228/591
11211-06-41	Jackson, Ruby	Easement	15'	D1228/566
11211-06-42	McCoy, Eugene, et.al.	Easement	15'	D1246/406
11211-06-43	The Board of Trustees Union First Baptist Church #2	Easement	15'	D1299/777
11211-06-50	Funchess, Hattie	Easement	15'	D1228/526
11211-06-54	Jackson, Green, Jr.	Easement	15'	D1228/556
11211-06-55	Jackson, Green	Easement	15'	D1228/541
11211-06-56	Scott, Janie	Easement	15'	D1228/571
11211-06-57	Millner, Agusta Eric	Easement	15'	D1228/631
11211-06-61	Woods, Willis, Jr.	Easement	15'	D1267/88
11211-06-62	Woods, Willis	Easement	15'	D1267/59
11211-06-63	Green, Jesse P., et.al.	Easement	15'	D1226/49
11211-06-70	Yacoubian, Lynn George	Easement	15'	D1228/621
11211-06-71	Scott, John Wesley	Easement	15'	D1228/596
11211-06-72	Hampton Cantey, et.al.	Easement	15'	D1228/336
11211-06-77	Richland County School District One	Easement	15'	D1373/70
11211-06-79	Jackson, Joseph L.	Easement	15'	D1228/546
11211-06-82		No Easement Found		
11211-06-83		No Easement Found		
11211-06-84		No Easement Found		
11211-06-85		No Easement Found		
11211-06-86	Caldwell, Hattie, et. al.	Easement	15'	D1226/43
11211-06-87	Hopkins, Earl Ray, et.al.	Easement	15'	D1228/338
11211-06-88	Belton, Joseph, et.al.	Easement	15'	D1237/115
11213-01-01		No Easement Found		
11213-02-14	Jackson, Lucy H.	Easement	15'	D1229/679
11213-02-15	Whaley, James L.	Easement	15'	D1269/657
11213-03-22	Watson, Lizzie M.	Easement	15'	D1228/581
11213-03-23	Rose, Richard, Jr.	Easement	15'	D1228/606
11213-05-05	Cochran, Rafter, et.al.	Easement	15'	D1226/34
11213-05-06	Cochran, Maggie McCloud, et.al.	Easement	15'	D1237/112
13701-01-15	Belton, Irvin	Easement	15'	D1370/481
13701-01-20	Young, Rudolph, et.al.	Easement	15'	D1226/52
13701-01-21	Young, Rudolph	Easement	15'	D1283/649
13701-01-22	Whaley et. al.	Easement	15'	D1283/676
13701-01-23	Faber, James & Wilette	Easement	15'	D1300/972
13701-04-14		No Easement Found		
13701-04-16	Hayes, Ladson	Easement	15'	D1228/636
13701-04-17	Hayes, Ladson & Dorothy	Easement	15'	D1267/78
13701-04-18	Hamilton, Joanness	Easement	15'	D1228/561
13701-04-19	Toliver, Joseph	Easement	15'	D1228/586
13701-04-20	Hamilton, Carrie	Easement	15'	D1267/69
13701-04-29	Inabinett, Emma, et.al.	Easement	15'	D1226/37

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	May 1, 2023	Meeting Date:	
Legal Review	Patrick Wright via email	Date:	May 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	May 15, 2023
Finance Review	Stacey Hamm via email	Date:	May 15, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Aluminum Chlorohydrate (ACH) purchase from G2O Technologies, Equipment purchase from Pete Duty & Associates, Services from Carolina Lift Station and P&S Construction		

RECOMMENDED/REQUESTED ACTION:

Staff recommends County Council approve the request to exceed the purchase order amount of \$100,000 for purchasing:

- Aluminum Chlorohydrate (ACH) from G2O Technologies,
- replacement pumps and equipment from Pete Duty Associates, and
- repair and maintenance services from Carolina Lift Stations and P&S Construction.

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:

Currently, the Aluminum Chlorohydrate is \$0.375 per pound plus the \$0.042 per pound for raw material and logistic surcharge. Based on increased flow and loading from the Southeast Project coming online, staff estimates the cost throughout the fiscal year will be \$203,000.

The cost of replacement pumps, equipment, and repair services has increased. Staff estimates the cost throughout the fiscal year for these items will be \$200,000 per vendor.

Applicable department/grant key and object codes: 2110367000.524800
2110367000.522700

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Carolina Lift and P&S Constructions are two of the vendors who have been approved vendors in response to RC-551-Q-23 Pump Station Maintenance & Repair Services request for qualification solicitation; Pete Duty is the sole source vendor for the pumps.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Richland County Utilities wastewater treatment plants utilize aluminum chlorohydrate (ACH) provided by G20 to help with the separation of the solids, clarified water for discharge, and reduced levels of phosphorous prior to discharging to the river. This helps the County maintain the regulatory limits required by our NPDES permits issued by the South Carolina Department of Health and Environmental Control (SCDHEC). Without this process, violations or penalties could be levied for an inadequate supply of this chemical.

Richland County utilizes Pete Duty and Associates to supply sole-source equipment replacements or for repairs to existing equipment for pump stations and the wastewater plants. Pete Duty and Associates are the regional supplier of many of the County's pumps and process equipment.

Carolina Lift Station and P&S Construction are often utilized for repairs to piping or equipment. County operations and maintenance staff frequently need to utilize an entity with specialized equipment experience or with specific skills to expedite the repairs or replacement of certain equipment or assets. The County uses these contractors for grease removal, wetwell cleaning, and annual pump station assessments.

Failure to repair and/or replacement equipment in a timely fashion could result in regulatory violations or sanitary sewer overflows.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The Utilities Department requests approval to increase the purchase order limit for G20 Technologies, Pete Duty Associates, Carolina Lift Station, and P&S Construction. The wastewater treatment facility must remove phosphorous to certain limits as required by its NPDES discharge permit issued by the South Carolina Department of Health and Environmental Control (SCDHEC). Previous performance testing has found that aluminum chlorohydrate (ACH) is the most cost-effective chemical to assist with phosphorous removal by enhancing the settling phase during the wastewater treatment facilities (WWTF) process producing solids for removal.

ACH may be prepared by different manufacturers in different concentrations and with various additives. Any change from the ACH Richland County currently uses will require considerable bench testing of the product to ensure identical results from the treatment process are obtained as with the current product. The bench testing will require considerable manpower and time after the Procurement bid process is complete before staff can verify that a different product will be acceptable for the County's treatment process. The County is legally bound through its NPDES permit issued by SCDHEC to ensure that any chemical used in its treatment process will not adversely affect the quality of its effluent. The Council previously approved this on October 2, 2018 (Attachment 1).

The current pumps at the County's lift stations are reaching the end of their life expectancy. The existing pumps are becoming unrepairable and/or the repair cost has increased to a level close to replacement value.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Purchasing from these vendors meets Goal 3: Commit to Fiscal Responsibility.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Staff has requested quotes from two other vendors to compare the costs. One vendor quoted \$0.489 per pound, including the fuel surcharge, while another could not provide a quote because they are partners with G2O Technologies. Staff always requires quotes from 3 vendors unless the vendor is a sole-source provider for the equipment.

There is currently a \$100,000 limit for these vendors. If the limit is not increase, the County will have to defer maintenance or replacement of needed equipment until the next fiscal year which increases the risk of violations, sanitary sewer overflows, and a lower level of service. By deferring maintenance, staff has found that the budget for these vendors is exhausted immediately at the beginning of the fiscal year, causing the same shortages year after year.

ATTACHMENTS:

1. 2018 Council approval for ACH chemical

In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

10. **REPORT OF THE CHAIR**

- a. Economic Development Trip Update – This item was deferred until the October 16th meeting.

11. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – No one signed up to speak.
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Monopoly to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters – No one signed up to speak.

12. **APPROVAL OF CONSENT ITEMS**

- a. 18-025MA, Tom James, NC to GC (5.53 Acres), Lower Richland Boulevard, TMS # R21800-04-20 [SECOND READING]
- b. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS # 17707-08-01 (Portion); CF # 340-15 [FIRST READING]
- c. Assignment of Funds
- d. Requesting approval from County Council for the purchase o Aluminum Chlorohydrate (ACH) from Gulbrandsen Technologies Inc. for ongoing delivery to the Broad River Wastewater Treatment Facility
- e. Devil's Ditch Project Funding Increase
- f. Renewal of the contracts for solid waste curbside collection service in areas 5A, 5B and 7
- g. County Council is requested to approve a Work Authorization (WA) in professional services with WK Dickson & Company, Inc. of Columbia, SC for design services for various airport site-civil project improvements at the Jim Hamilton-LB Owens Airport (CUB)
- h. County Council is requested to approve a standing agreement between the Civil Air Patrol (CAP) Cadet Composite Squadron and Richland County/the Jim Hamilton-LB Owens Airport (CUB)

Mr. Pearce moved, seconded by Ms. Myers, to approve the consent items.

**Special Called
October 2, 2018**

-5-

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Rose moved, seconded by Mr. Malinowski, to reconsider all of the consent items.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

13. **THIRD READING ITEMS**

- a. An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2018, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2018, through June 30, 2019 – Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Malinowski

The vote was in favor.

Mr. Pearce moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Malinowski

Opposed: C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

Ms. McBride inquired about what this company manufactures.

Mr. Ruble stated FN is a gun manufacturer.

Ms. McBride inquired as to who they manufacture guns for.

Mr. Ruble stated their primary customer is the US Military. They also sell some weapons commercially.

**Special Called
October 2, 2018**

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**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	John Ansell	Title:	General Manager
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	May 3, 2023	Meeting Date:	May 23, 2023
Legal Review	Christopher Ziegler via email	Date:	May 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	May 15, 2023
Finance Review	Stacey Hamm via email	Date:	May 9, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Collection Area 5b contract renewal		

RECOMMENDED/REQUESTED ACTION:

Solid Waste & Recycling is recommending the renewal of Collections Area 5b to the current service provider, Johnson's Garbage Service.

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:

Collections contracts are continuing expenses in every budget year. This contract has been budgeted for in FY24 and places no additional burden of the Solid Waste & Recycling division. Funds are allocated through 2101365006-527200.

Applicable department/grant key and object codes: 2101365006-527200

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

No comments or areas of concern about legal exposure for the County.

REGULATORY COMPLIANCE:

This renewal allows Solid Waste & Recycling to remain compliant with the Solid Waste Management Plan and the Richland County Chapter 12 Code of Ordinances. This contract also provides all services as outlined by the solid waste fees charged to all residents in unincorporated Richland County.

MOTION OF ORIGIN:

There is no associated motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The request is to provide uninterrupted curbside services to the 1682 customers in collection area 5b. Richland County's business model collects fees in return for eligible curbside service. This renewal provides for a maximum of five (5) years of curbside service for these residents.

To provide reliable curbside services, residents require a diligent and proven performer to collect their waste. Johnson's Garbage Service has been providing those services at a high level for many years now, and County residents should expect the same level of service and customer care as they have been afforded in previous years.

Chapter 12 identifies the County's obligations of providing curbside service in exchange for annual solid waste fees. With the renewal of this contract, Solid Waste can continue to provide these services without any disruption. If this contract is not renewed, residents would experience a lapse in curbside services while the County prepared the RFP process. This process can take some time to complete and implement. With the current service levels provided by Johnson's Garbage Service, staff see no need to request anything other than a renewal to provide a continuity of operations and uninterrupted service.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

This renewal has several positive implications towards Richland County Strategic goals.

1.1 Develop realistic and achievable goals: Curbside collections goal is to provide reliable and continual services in Richland County. Providing a contract renewal to a proven performer accomplishes this goal.

3.1 Align budget to priorities: By negotiating a reasonable rate, the division has ensured fiscal responsibility for the duration of this contract. This is important with the volatility of today's climate and the unpredictable nature of the solid waste industry.

4.2 Coordinate departments to prepare for planned growth in areas by providing water, sewer, solid waste managements and roads: By extending this contract, area 5b will be better served by a high performing contractor capable of dealing with population growth and the increased solid waste inevitable with future development.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Richland County Solid Waste & Recycling supports this renewal based on a proven performance history with Johnson's Garbage Service. Reliable solid waste collections are not always easy to obtain, and this contractor has exhibited the ability to provide such in accordance with written policies and contracts.

ATTACHMENTS:

1. Collection Area 5b Contract

AREA 5b - COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this _____ day of _____, XXXX, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Johnson's Garbage Service whose address is 3631 Oscar Street, Columbia, SC 29204 hereinafter referred to as "Contractor". This Contract shall become effective on January 1, 2024. This contract end date is December 31, 2026 with the option of two (2) one (1) year renewable extensions for a maximum contract life of five (5) years. The one year renewable extensions are at the sole discretion of Richland County and are not guaranteed by any language either oral or written. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area 5b.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

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

1. DEFINITIONS

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

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

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.

INITIALS: COUNTY _____ <VENDOR> _____ 1 of 35

- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "New South Waste", hereinafter will be referred to as "Contractor" or "Prime Contractor".
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.
- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

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

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #6 provided under this Contract:

Age Discrimination in Employment Act of 1967
 Americans with Disabilities Act (ADA)
 Disabled and Vietnam veteran employment
 Disadvantaged Business Enterprise (DBE) Program
 Environmental Protection Agency Regulations
 Equal Employment Opportunity

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Fair Labor Standards Act
Occupational Safety and Health Administration (OSHA)
Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
SC Department of Health and Environmental Control (DHEC) Regulations
SC Drug Free Workplace Act
SC Illegal Immigration and Reform Act
US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

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

5. AMENDMENTS

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

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in

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connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has

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already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.

- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect

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to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as a reason for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein. Procedure to notify of Force Majeure will be forthcoming.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair

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or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

oliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

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

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance – The Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations. The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;

3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance – The Contractor shall provide an umbrella policy for \$2,000,000 (two million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage – The Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance – The Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer’s liability policy with limits of per accident/per disease is required. “Other States” only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change – The Contractor shall provide the County thirty (30) calendar days’ notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance – The Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract’s provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

19. NON-APPROPRIATIONS

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

20. NOTICES

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

Parties must acknowledge by signature the receipt of any notice delivered in person by either party;

Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *New South Waste, P.O. Box 3549, West Columbia, SC 29171*

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, a-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 any agreement shall belong to the County.

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Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of twenty-five (25) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is three (3) years with two (2) optional one-year renewals. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

25. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

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No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

27. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

28. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

29. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Collection Area 6 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment,

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experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;

- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #6.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to

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conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)

- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

30. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Collection Area and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) assessment per employee, per day once a written warning has been issued and opportunity to comply has been provided.

31. SEVERABILITY:

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

32. SOUTH CAROLINA / RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

33. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

34. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

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

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

35. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor In reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 35.D, 35.E and 35.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN 57-0769565
- TIN has been applied for.
- TIN is not required because:
 - Contractor is an agency or instrumentality of a foreign government;
 - Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. Common parent.

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
 - Name _____
 - TIN _____

36. TERMINATION:

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

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless

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the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

37. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Johnson's Garbage Service during the term on this contract. Failure to provide such written notice shall result in a fine as determined by the County which may be deducted from the payments due the Contractor for services rendered.

38. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. Request for Proposal
- C. Offeror's response

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – COLLECTION AREA _

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide Residential / Small Business Curbside Collection Service within the area defined as Collection Area 6 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county-issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 a.m. to 7:30 p.m.) on collection days with no regular service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours.

- A. Contractor shall provide the following curbside service to each eligible dwelling unit and any eligible small business consistent with the following provisions:

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- 1) Household Garbage shall be collected once each week using Roll carts designated by the COR.
 - 2) Recyclables shall be collected every other week using Roll carts designated by the COR.
 - 3) Yard waste shall be collected once each week in limited quantities either bagged, bundled, boxed, or loose.
 - 4) Bulk item / White Good collection by appointment. Items are limited to four (4) items per request. Appointments are to be scheduled and collected by the Contractor responsible for the collection area.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday.
 - 6) Neither household garbage nor commercial garbage may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage beyond that which can be placed in the roll cart shall be collected when placed in sealed / tied plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract, yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in specified quantities once each week when bagged, bundled, boxed, or loose. Limbs and sticks must not exceed four (4) inches in diameter or four (4) feet in length and be generated from routine yard maintenance.
 - 2) Yard waste is to be bagged, bundled, loose or boxed. The approximate amount to be collected is 192 gallons. Example: Six, 30 gallon yard bags or a bundled pile or piles not exceeding six (6) feet in length, three (3) feet in width, and two (2) feet in height.
 - 3) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 4) Yard waste may not be mixed with household garbage, eligible small business garbage or recyclables and must be picked up separately. Yard waste shall be collected in

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specified quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.

- C. Recyclables shall be collected pursuant to the following conditions:
 - 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.

- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
 - 1) There is a limit of four items per bulk item / white goods appointment.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb. Appointments and pickups shall occur within seven calendar days following receipt of the request.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen.
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
 - 7) Contractor is required to make contact with the resident no later than 48 hours after being notified by the County. Collection to occur no later than seven (7) days after appointment is made.

- E. Other
 - 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final. Roll Carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the Contractor and replaced at full cost to the Contractor regardless of age. Civil damages occurring from improper cart placement are solely the responsibility of the Contractor.

 - 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and Demolition (C&D) materials except, small and incidental materials

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generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.

- d) Dirt, rocks, bricks, mulch, concrete blocks, etc.

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- e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals.
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage, recyclables, or yard waste at least six (6) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to every affected resident or eligible small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or eligible small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays:

Y January	New Year's Day
Y May	Memorial Day
Y July	Independence Day
Y September	Labor Day
Y November	Thanksgiving Day
Y December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be delayed by one day. This will require collection routes to be run on Saturdays.

- 4) Contractor shall not charge fees or seek payment from residential customers or eligible small businesses for any services provided through this Contract and further agrees not to sell Roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) Collection vehicles must be equipped with the FleetMind[®] service verification system which includes cameras, GPS and software. The Collector shall use the system on all

collection vehicles at all times when in service. The Collector shall be responsible for all professional services (installation costs), FleetMind travel expenses for professional services, maintenance/repair expense, hardware/software upgrade cost and recurring monthly fees to keep the system in functioning operating condition for the term of this contract and any extensions thereof. Please see sample cost sheet for more details. Cost are subject to individual year, make, model, specifications of collection vehicles. All fees will be collected and distributed to FleetMind by the County through monthly deductions from monthly County payments to the Collector for services performed and/or when equipment is ordered. All Collectors will follow County guidelines within operation of the system and the County will maintain the software maintenance and server hosting. Failure to use equipment in the prescribed manner will be a performance issue and considered a violation of the contract. The Contractor agrees to contract individually with Fleetmind for the maintenance service agreement. Terms of that agreement are exclusive to the Contractor and Fleetmind.

- 6) The County will equally share the cost of service tags with the Contractor (50% - 50%) for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container, or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR, but no less frequent than twice weekly. Contractors will maintain a stock equal to 5% of the total number of households serviced. Non-compliant tags will be procured from the County utilizing the County's vendor. Cost recovery for the Contractors portion of the service tags will be deducted from the monthly Collector's payment.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage Roll carts and eligible small business garbage Roll carts in Collection Area by the Unit Collection Rate per household garbage Roll cart or small business garbage Roll cart by the appropriate multiplier as established below;
- B. The number of eligible household garbage Roll carts and approved small business garbage Roll carts in Collection Area shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, *i.e.* – new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be discontinued for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and eligible small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance Liquidated Damages (LDs) and repair and

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replacement costs for damages to roll carts from payment when determined by the County to be the fault of the Contractor;

- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or eligible small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Collection Area_:

The Unit Collection Rate below shall cover garbage, recycling, bulk items, white goods, and yard waste collection services.

Collection Area _	
Unit Collection Rate – Monthly Collector charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste, bulk items, and white goods collections. Enhanced (“Backyard”) Disabled Collection Rate Enhanced service provided to disabled citizens.	\$ 29.00 per unit price
Enhanced (“Backyard”) Service Rate – Calculated rate to be paid to the Collector to provide backyard service for garbage and recyclables along with curbside service for yard waste, bulk items, and white goods.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics (BLS), published CPI-U All Items, December-to-December, Unadjusted.

Collection and transportation will be in accordance with the minimum requirements described

4. herein:

CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 a.m. to 7:30 p.m., five (5) days a week. Calls from the COR or COR's representative shall be responded to within four (4) hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and shall display the name of the Contractor (New South Waste) so that customers are fully informed about who their authorized Solid Waste Contractor is. Identification of the Contractor shall be displayed on all employees and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain a record for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be valid, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use in the collection of solid waste under this Contract.

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a Commercial Drivers' License (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State, and Federal laws, Regulations, Acts and Policies.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County *Code of Ordinances*, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days

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prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Collection Area in compliance with the specifications and scope of service of this contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day-to-day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on-the-spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that is identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A **Quality Control Plan** shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control Inspections (QCI) conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

The Contractor's **Safety Plan / Manual** shall be submitted to the County thirty (30) calendar days prior to commencing the contract. Updates will be available for review at all times throughout the Contract period.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles determined to be unsatisfactory will be brought into compliance within 48-hours or removed from service with an alternative vehicle brought in to replace. Prevention and cleanup of leachate spills are the responsibility of the Contractor.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject, at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the **SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances** if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a **Spill Notification and Cleanup Plan** to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

K. FLEET / EQUIPMENT

The Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while

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vehicle is in service.

The Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

G. COMMUNICATION

The Contractor shall maintain and have available at all times, multiple methods of communication with the COR and the Solid Waste & Recycling Division staff. This can include landlines, mobile telephone (required), electronic mail (required), and other forms of communication in order to ensure constant, reliable communication while at the office and in the field. The Contractor is to have staff available after hours to respond to urgent service issues.

L. DISASTER SUPPORT PLAN

The Contractor must provide a **Disaster Support Plan** for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and / or the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically disabled or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 a.m. on day of collection. Residents should remove carts from curbside on the same day by 7:30 p.m. The Contractor shall perform curbside collection no earlier than 7:00 a.m. and not later than 7:30 p.m. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 p.m. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road signs a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third

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party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Back yard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Garbage roll carts will be serviced weekly. Recycling carts will be serviced once every two weeks. The COR shall make the determination if this special service is justified based on current County policies, the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses. Contractors are responsible for removing and replacing the carts in the location they were placed by the homeowner.

Placement of household waste, recyclables, bulk items and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair Roll carts damaged through normal use at the County's expense. Roll carts damaged at the negligence of the Contractor will be the responsibility of the Contractor to repair or replace. Roll cart repair or replacement will be charged to the Contractor, with costs deducted from monthly payments due the Contractor. Roll cart repair or replacement will be charged at the current rates for repair or replacement. The County will provide all cart replacement and repairs deemed necessary.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies

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of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County *Code of Ordinances*, Chapter 12.

The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two. Additional vehicle types for yard waste and bulk collections are to be approved by the C.O.R.

A detailed list of vehicles to be used in the performance of this Contract shall be provided to the COR in advance of the contract commencement and maintained up-to-date thereafter.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

At the effective start date of the Contract, all vehicles used by Contractor to perform collection and transport of solid waste shall not, be older than five (5) model years nor have more than 50,000 actual miles of use. Exemptions are at the discretion of the C.O.R. All decisions made by the C.O.R. are final.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the Roll carts shall be no faster than eight (8) seconds.

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6. E. 7 - 8 of this Exhibit.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Division office for the annual fee of \$10 (ten dollars) if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2 (two dollars) per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the

minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of fuel, hydraulic fluids, oil, leachate or other fluids is the responsibility of the Contractor.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may redistribute the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster,

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epidemic, or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

Liquidated Damages (LDs) for non-performance shall be assessed as follows:

- 1) Overall Performance. These damages are assigned based on the Service Report Card which is a rating determined by the Contracting Official Representative (COR) based on valid customer complaints. These damages are assigned when the Contractor's overall complaints exceeds the County's acceptability standard of 0.65 valid complaints per 100 households per month. These LDs will be assigned each month and the amount withheld from the monthly payment to the Contractor.
 - Y First monthly occurrence – Written warning
 - Y Second consecutive monthly occurrence – 0.5% reduction in monthly payment
 - Y Third consecutive monthly occurrence – 1.5% reduction in monthly payment
 - Y Fourth consecutive monthly occurrence – 2.5% reduction in monthly payment
 - Y Fifth consecutive monthly occurrence – 3.5% reduction monthly payment

- 2) Failure to activate FleetMind ® System, log in, and dispatch all collection trucks in Richland County each collection day for the entire duration of all collection routes:
 - Y First daily occurrence – \$250 per vehicle / collection day
 - Y Second daily occurrence – \$500 per vehicle / collection day
 - Y Third daily occurrence – \$1,000 per vehicle / collection day
 - Y Fourth daily occurrence – \$1,000 per vehicle / collection day up to termination of Contract

- 3) Early collection start (prior to 7:00 a.m.) and unauthorized late collection (later than 7:30 p.m.) on the scheduled day of collection:
 - Y First occurrence – \$250
 - Y Second occurrence – \$500
 - Y Third occurrence – \$1,000
 - Y Fourth occurrence – \$1,000 up to termination of Contract

4) Inaccurate representation to the COR that collections were completed per the established schedule:

- Υ First occurrence – \$250
- Υ Second occurrence – \$500
- Υ Third occurrence – \$1,000
- Υ Fourth occurrence – \$1,000 up to termination of Contract

5) Failure to maintain the established daily collection schedule and failing to request a variance by 4:30 p.m. of the scheduled collection day from the COR shall be a fine of \$50 per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 per dwelling unit fine.

6) Each time a vehicle is found to have dump cycle less than eight (8) seconds in duration, the Contactor will be assessed Liquidated Damages of the current rate plus delivery of a new roll cart which will be deducted for the monthly payment for curbside collection service.

7) Failure to immediately pick up, clean up, and / or remove leaking or spilling solid waste and vehicle fluids leakage will be \$100 for each occurrence per vehicle, per day.

8) Failure to maintain a vehicle in accordance with the specifications after one warning by the COR will be \$100 per vehicle, per day. If a vehicle is banned from the County for failed maintenance and is brought back into the County without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.

9) Mixing commercial, industrial or other local governments' recyclables, garbage, and yard waste with the County authorized household recyclables, garbage, and yard waste or mixing recyclables, garbage, and yard waste within the collection area shall result in the following fines:

- Υ First occurrence – \$1,000
- Υ Second occurrence – \$2,000
- Υ Third occurrence – \$5,000
- Υ Fourth occurrence – \$5,000 up to termination of Contract

The COR shall notify the Contractor in writing when it is determined that the assessment of liquidated damages is justified.

The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.

If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.

If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For Roll carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the Roll cart.
- 2) For Roll carts in service eight (8) to 15 years, the Contractor will pay 50% of the County's cost of replacing the Roll cart.
- 3) For Roll carts in service more than 15 years, the Contractor will pay none of the County's cost of replacing the Roll cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services; a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the

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- County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
 - 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
 - 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
 - 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

This Contract and any and all amendments and additions hereto shall be binding upon full and enforceable against the successors and assigns parties hereto.

IN WITNESS THEREOF this Contract has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

Johnson's Garbage Service

By: _____


By: _____

Authorized Signature

Authorized Signature

Print/Type Name

Print/Type Name

 **Richland County Attorney's Office**
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	John Ansell	Title:	General Manager
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	May 3, 2023	Meeting Date:	May 23, 2023
Legal Review	Christopher Ziegler via email	Date:	May 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	May 15, 2023
Finance Review	Stacey Hamm via email	Date:	May 9, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Collection Area 7 contract renewal		

RECOMMENDED/REQUESTED ACTION:

Solid Waste & Recycling is recommending the renewal of Collections Area 7 to the current service provider, Johnson's Garbage Service.

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:

Collections contracts are continuing expenses in every budget year. This contract has been budgeted for in FY24 and places no additional burden of the Solid Waste & Recycling division. Funds are allocated through 2101365006-527200.

Applicable department/grant key and object codes: 2101365006-527200

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

No comments or areas of concern about legal exposure for the County.

REGULATORY COMPLIANCE:

This renewal allows Solid Waste & Recycling to remain compliant with the Solid Waste Management Plan and the Richland County Chapter 12 Code of Ordinance. This contract also provides all services as outlined by the solid waste fees charged to all residents in unincorporated Richland County.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The request is to provide uninterrupted curbside services to the 7783 customers in collection area 7. Richland County's business model collects fees in return for eligible curbside service. This renewal provides for a maximum of five (5) years of curbside service for these residents.

To provide reliable curbside services, residents require a diligent and proven performer to collect their waste. Johnson's Garbage Service has been providing those services at a high level for many years now, and County residents should expect the same level of service and customer care as they have been afforded in previous years.

Chapter 12 identifies the County's obligations of providing curbside service in exchange for annual solid waste fees. With the renewal of this contract, Solid Waste can continue to provide these services without any disruption. If this contract is not renewed, residents would experience a lapse in curbside services while the County prepared the RFP process. This process can take some time to complete and implement. With the current service levels provided by Johnson's Garbage Service, staff see no need to request anything other than a renewal to provide a continuity of operations and uninterrupted service.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

This renewal has several positive implications towards Richland County Strategic goals.

1.1 Develop realistic and achievable goals: Curbside collections goal is to provide reliable and continual services in Richland County. Providing a contract renewal to a proven performer accomplishes this goal.

3.1 Align budget to priorities: By negotiating a reasonable rate, the division has ensured fiscal responsibility for the duration of this contract. This is important with the volatility of today's climate and the unpredictable nature of the solid waste industry.

4.2 Coordinate departments to prepare for planned growth in areas by providing water, sewer, solid waste managements and roads: By extending this contract, area 7 will be better served by a high performing contractor capable of dealing with population growth and the increased solid waste inevitable with future development.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Richland County Solid Waste & Recycling supports this renewal based on a proven performance history with Johnson's Garbage Service. Reliable solid waste collections are not always easy to obtain, and this contractor has exhibited the ability to provide such in accordance with written policies and contracts.

ATTACHMENTS:

1. Collection Area 7 Contract

AREA 7 - COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this _____ day of _____, XXXX, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Johnson's Garbage Service whose address is 3631 Oscar Street, Columbia, SC 29204 hereinafter referred to as "Contractor". This Contract shall become effective on January 1, 2024. This contract end date is December 31, 2026 with the option of two (2) one (1) year renewable extensions for a maximum contract life of five (5) years. The one year renewable extensions are at the sole discretion of Richland County and are not guaranteed by any language either oral or written. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area 7.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

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

1. DEFINITIONS

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

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

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.

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- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "New South Waste", hereinafter will be referred to as "Contractor" or "Prime Contractor".
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.
- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

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

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #6 provided under this Contract:

Age Discrimination in Employment Act of 1967
 Americans with Disabilities Act (ADA)
 Disabled and Vietnam veteran employment
 Disadvantaged Business Enterprise (DBE) Program
 Environmental Protection Agency Regulations
 Equal Employment Opportunity

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Fair Labor Standards Act
Occupational Safety and Health Administration (OSHA)
Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
SC Department of Health and Environmental Control (DHEC) Regulations
SC Drug Free Workplace Act
SC Illegal Immigration and Reform Act
US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

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

5. AMENDMENTS

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

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in

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connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has

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already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.

- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect

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to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as a reason for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein. Procedure to notify of Force Majeure will be forthcoming.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair

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or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

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

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance – The Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations. The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;

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3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance – The Contractor shall provide an umbrella policy for \$2,000,000 (two million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage – The Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance – The Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer’s liability policy with limits of per accident/per disease is required. “Other States” only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change – The Contractor shall provide the County thirty (30) calendar days’ notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance – The Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract’s provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

19. NON-APPROPRIATIONS

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

20. NOTICES

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

Parties must acknowledge by signature the receipt of any notice delivered in person by either party;

Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: New South Waste, P.O. Box 3549, West Columbia, SC 29171

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, a-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 any agreement shall belong to the County.

Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of twenty-five (25) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is three (3) years with two (2) optional one-year renewals. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

25. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

27. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

28. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

29. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Collection Area 6 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment,

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experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;

- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #6.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to

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conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)

- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

30. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Collection Area and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) assessment per employee, per day once a written warning has been issued and opportunity to comply has been provided.

31. SEVERABILITY:

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

32. SOUTH CAROLINA / RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

33. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

34. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

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

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

35. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor In reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 35.D, 35.E and 35.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN 57-0769565
- TIN has been applied for.
- TIN is not required because:
- Contractor Is an agency or Instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. *Common parent.*

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

36. TERMINATION:

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

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless

the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

37. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Johnson's Garbage Service during the term on this contract. Failure to provide such written notice shall result in a fine as determined by the County which may be deducted from the payments due the Contractor for services rendered.

38. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. Request for Proposal
- C. Offeror's response

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – COLLECTION AREA _

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide Residential / Small Business Curbside Collection Service within the area defined as Collection Area 7 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county-issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 a.m. to 7:30 p.m.) on collection days with no regular service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours.

- A. Contractor shall provide the following curbside service to each eligible dwelling unit and any eligible small business consistent with the following provisions:

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- 1) Household Garbage shall be collected once each week using Roll carts designated by the COR.
 - 2) Recyclables shall be collected every other week using Roll carts designated by the COR.
 - 3) Yard waste shall be collected once each week in limited quantities either bagged, bundled, boxed, or loose.
 - 4) Bulk item / White Good collection by appointment. Items are limited to four (4) items per request. Appointments are to be scheduled and collected by the Contractor responsible for the collection area.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday.
 - 6) Neither household garbage nor commercial garbage may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage beyond that which can be placed in the roll cart shall be collected when placed in sealed / tied plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract, yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in specified quantities once each week when bagged, bundled, boxed, or loose. Limbs and sticks must not exceed four (4) inches in diameter or four (4) feet in length and be generated from routine yard maintenance.
 - 2) Yard waste is to be bagged, bundled, loose or boxed. The approximate amount to be collected is 192 gallons. Example: Six, 30 gallon yard bags or a bundled pile or piles not exceeding six (6) feet in length, three (3) feet in width, and two (2) feet in height.
 - 3) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 4) Yard waste may not be mixed with household garbage, eligible small business garbage or recyclables and must be picked up separately. Yard waste shall be collected in

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specified quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.

- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There is a limit of four items per bulk item / white goods appointment.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb. Appointments and pickups shall occur within seven calendar days following receipt of the request.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen.
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
 - 7) Contractor is required to make contact with the resident no later than 48 hours after being notified by the County. Collection to occur no later than seven (7) days after appointment is made.
- E. Other
- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final. Roll Carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the Contractor and replaced at full cost to the Contractor regardless of age. Civil damages occurring from improper cart placement are solely the responsibility of the Contractor.
 - 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and Demolition (C&D) materials except, small and incidental materials

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generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.

- d) Dirt, rocks, bricks, mulch, concrete blocks, etc.

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- e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals.
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage, recyclables, or yard waste at least six (6) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to every affected resident or eligible small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or eligible small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays:

Y January	New Year's Day
Y May	Memorial Day
Y July	Independence Day
Y September	Labor Day
Y November	Thanksgiving Day
Y December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be delayed by one day. This will require collection routes to be run on Saturdays.

- 4) Contractor shall not charge fees or seek payment from residential customers or eligible small businesses for any services provided through this Contract and further agrees not to sell Roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) Collection vehicles must be equipped with the FleetMind[®] service verification system which includes cameras, GPS and software. The Collector shall use the system on all

collection vehicles at all times when in service. The Collector shall be responsible for all professional services (installation costs), FleetMind travel expenses for professional services, maintenance/repair expense, hardware/software upgrade cost and recurring monthly fees to keep the system in functioning operating condition for the term of this contract and any extensions thereof. Please see sample cost sheet for more details. Cost are subject to individual year, make, model, specifications of collection vehicles. All fees will be collected and distributed to FleetMind by the County through monthly deductions from monthly County payments to the Collector for services performed and/or when equipment is ordered. All Collectors will follow County guidelines within operation of the system and the County will maintain the software maintenance and server hosting. Failure to use equipment in the prescribed manner will be a performance issue and considered a violation of the contract. The Contractor agrees to contract individually with Fleetmind for the maintenance service agreement. Terms of that agreement are exclusive to the Contractor and Fleetmind.

- 6) The County will equally share the cost of service tags with the Contractor (50% - 50%) for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container, or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR, but no less frequent than twice weekly. Contractors will maintain a stock equal to 5% of the total number of households serviced. Non-compliant tags will be procured from the County utilizing the County's vendor. Cost recovery for the Contractors portion of the service tags will be deducted from the monthly Collector's payment.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage Roll carts and eligible small business garbage Roll carts in Collection Area by the Unit Collection Rate per household garbage Roll cart or small business garbage Roll cart by the appropriate multiplier as established below;
- B. The number of eligible household garbage Roll carts and approved small business garbage Roll carts in Collection Area shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, *i.e.* – new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be discontinued for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and eligible small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance Liquidated Damages (LDs) and repair and

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- replacement costs for damages to roll carts from payment when determined by the County to be the fault of the Contractor;
- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or eligible small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Collection Area_:

The Unit Collection Rate below shall cover garbage, recycling, bulk items, white goods, and yard waste collection services.

Collection Area <u>7</u>	
Unit Collection Rate – Monthly Collector charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste, bulk items, and white goods collections. Enhanced (“Backyard”) Disabled Collection Rate Enhanced service provided to disabled citizens.	\$ 29.00 per unit price
Enhanced (“Backyard”) Service Rate – Calculated rate to be paid to the Collector to provide backyard service for garbage and recyclables along with curbside service for yard waste, bulk items, and white goods.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics (BLS), published CPI-U All Items, December-to-December, Unadjusted.

Collection and transportation will be in accordance with the minimum requirements described

4. herein:

CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 a.m. to 7:30 p.m., five (5) days a week. Calls from the COR or COR's representative shall be responded to within four (4) hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and shall display the name of the Contractor (New South Waste) so that customers are fully informed about who their authorized Solid Waste Contractor is. Identification of the Contractor shall be displayed on all employees and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain a record for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be valid, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use in the collection of solid waste under this Contract.

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a Commercial Drivers' License (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State, and Federal laws, Regulations, Acts and Policies.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County *Code of Ordinances*, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days

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prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Collection Area in compliance with the specifications and scope of service of this contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day-to-day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on-the-spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that is identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A **Quality Control Plan** shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control Inspections (QCI) conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

The Contractor's **Safety Plan / Manual** shall be submitted to the County thirty (30) calendar days prior to commencing the contract. Updates will be available for review at all times throughout the Contract period.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles determined to be unsatisfactory will be brought into compliance within 48-hours or removed from service with an alternative vehicle brought in to replace. Prevention and cleanup of leachate spills are the responsibility of the Contractor.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject, at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the **SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances** if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a **Spill Notification and Cleanup Plan** to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

K. FLEET / EQUIPMENT

The Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while

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vehicle is in service.

The Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

G. COMMUNICATION

The Contractor shall maintain and have available at all times, multiple methods of communication with the COR and the Solid Waste & Recycling Division staff. This can include landlines, mobile telephone (required), electronic mail (required), and other forms of communication in order to ensure constant, reliable communication while at the office and in the field. The Contractor is to have staff available after hours to respond to urgent service issues.

L. DISASTER SUPPORT PLAN

The Contractor must provide a **Disaster Support Plan** for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and / or the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically disabled or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 a.m. on day of collection. Residents should remove carts from curbside on the same day by 7:30 p.m. The Contractor shall perform curbside collection no earlier than 7:00 a.m. and not later than 7:30 p.m. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 p.m. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road signs a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third

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party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Back yard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Garbage roll carts will be serviced weekly. Recycling carts will be serviced once every two weeks. The COR shall make the determination if this special service is justified based on current County policies, the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses. Contractors are responsible for removing and replacing the carts in the location they were placed by the homeowner.

Placement of household waste, recyclables, bulk items and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair Roll carts damaged through normal use at the County's expense. Roll carts damaged at the negligence of the Contractor will be the responsibility of the Contractor to repair or replace. Roll cart repair or replacement will be charged to the Contractor, with costs deducted from monthly payments due the Contractor. Roll cart repair or replacement will be charged at the current rates for repair or replacement. The County will provide all cart replacement and repairs deemed necessary.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies

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of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County *Code of Ordinances*, Chapter 12.

The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two. Additional vehicle types for yard waste and bulk collections are to be approved by the C.O.R.

A detailed list of vehicles to be used in the performance of this Contract shall be provided to the COR in advance of the contract commencement and maintained up-to-date thereafter.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

At the effective start date of the Contract, all vehicles used by Contractor to perform collection and transport of solid waste shall not, be older than five (5) model years nor have more than 50,000 actual miles of use. Exemptions are at the discretion of the C.O.R. All decisions made by the C.O.R. are final.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the Roll carts shall be no faster than eight (8) seconds.

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6. E. 7 - 8 of this Exhibit.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Division office for the annual fee of \$10 (ten dollars) if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2 (two dollars) per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the

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minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of fuel, hydraulic fluids, oil, leachate or other fluids is the responsibility of the Contractor.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may redistribute the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster,

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epidemic, or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

Liquidated Damages (LDs) for non-performance shall be assessed as follows:

- 1) Overall Performance. These damages are assigned based on the Service Report Card which is a rating determined by the Contracting Official Representative (COR) based on valid customer complaints. These damages are assigned when the Contractor's overall complaints exceeds the County's acceptability standard of 0.65 valid complaints per 100 households per month. These LDs will be assigned each month and the amount withheld from the monthly payment to the Contractor.

- Y First monthly occurrence – Written warning
- Y Second consecutive monthly occurrence – 0.5% reduction in monthly payment
- Y Third consecutive monthly occurrence – 1.5% reduction in monthly payment
- Y Fourth consecutive monthly occurrence – 2.5% reduction in monthly payment
- Y Fifth consecutive monthly occurrence – 3.5% reduction monthly payment

- 2) Failure to activate FleetMind[®] System, log in, and dispatch all collection trucks in Richland County each collection day for the entire duration of all collection routes:

- Y First daily occurrence – \$250 per vehicle / collection day
- Y Second daily occurrence – \$500 per vehicle / collection day
- Y Third daily occurrence – \$1,000 per vehicle / collection day
- Y Fourth daily occurrence – \$1,000 per vehicle / collection day up to termination of Contract

- 3) Early collection start (prior to 7:00 a.m.) and unauthorized late collection (later than 7:30 p.m.) on the scheduled day of collection:

- Y First occurrence – \$250
- Y Second occurrence – \$500
- Y Third occurrence – \$1,000
- Y Fourth occurrence – \$1,000 up to termination of Contract

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4) Inaccurate representation to the COR that collections were completed per the established schedule:

- Y First occurrence – \$250
- Y Second occurrence – \$500
- Y Third occurrence – \$1,000
- Y Fourth occurrence – \$1,000 up to termination of Contract

5) Failure to maintain the established daily collection schedule and failing to request a variance by 4:30 p.m. of the scheduled collection day from the COR shall be a fine of \$50 per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 per dwelling unit fine.

6) Each time a vehicle is found to have dump cycle less than eight (8) seconds in duration, the Contactor will be assessed Liquidated Damages of the current rate plus delivery of a new roll cart which will be deducted for the monthly payment for curbside collection service.

7) Failure to immediately pick up, clean up, and / or remove leaking or spilling solid waste and vehicle fluids leakage will be \$100 for each occurrence per vehicle, per day.

8) Failure to maintain a vehicle in accordance with the specifications after one warning by the COR will be \$100 per vehicle, per day. If a vehicle is banned from the County for failed maintenance and is brought back into the County without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.

9) Mixing commercial, industrial or other local governments' recyclables, garbage, and yard waste with the County authorized household recyclables, garbage, and yard waste or mixing recyclables, garbage, and yard waste within the collection area shall result in the following fines:

- Y First occurrence – \$1,000
- Y Second occurrence – \$2,000
- Y Third occurrence – \$5,000
- Y Fourth occurrence – \$5,000 up to termination of Contract

The COR shall notify the Contractor in writing when it is determined that the assessment of liquidated damages is justified.

The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.

If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.

If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For Roll carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the Roll cart.
- 2) For Roll carts in service eight (8) to 15 years, the Contractor will pay 50% of the County's cost of replacing the Roll cart.
- 3) For Roll carts in service more than 15 years, the Contractor will pay none of the County's cost of replacing the Roll cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services; a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the

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- County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
 - 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
 - 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
 - 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

This Contract and any and all amendments and additions hereto shall be binding upon full and enforceable against the successors and assigns parties hereto.

IN WITNESS THEREOF this Contract has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

Johnson's Garbage Service

By: _____


By: _____

Authorized Signature

Authorized Signature

Print/Type Name

Print/Type Name

 **Richland County Attorney's Office**
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content